

L E A S E

THIS INDENTURE OF LEASE, Made and entered into this 31st day of October, 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 JAMES R. McNEECE, of the City of San Diego, California, hereinafter called "Lessee," WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) by the Lessee in hand paid to the Lessor, receipt of which is hereby acknowledged, and in consideration of the performance by the Lessee of the covenants and agreements hereinafter contained, the Lessor has leased and let, and by these presents does lease and let unto the Lessee, his heirs and assigns, the lands hereinafter described, with the sole and exclusive right to the Lessee 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 Lessee of said lands held by him under this lease shall be sole and exclusive, excepting only that the Lessor shall have the right to use said lands or 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 Lessee 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 1324, 1325, 1323, 1326, 1330, 1334, 1328, 1335, 1336, 1338, 1339, 1340, and that portion of 1333 not included in Torrey Pines Park, of the Pueblo Lands of The City of San Diego.

The Lessee shall hold said lands with the appurtenances, for the period of three (3) years from the date hereof, and so long thereafter, not exceeding fifteen (15) years in the aggregate, as oil, gas, asphaltum, or other hydrocarbon substances are produced thereon and therefrom in quantities deemed paying quantities by the Lessee, and the Lessee hereby leases from the Lessor the above described lands for the purposes and term aforesaid, and upon the conditions and considerations hereinafter set forth.

I.

The Lessee, in consideration of the premises, does hereby covenant and agree as follows:

(a) That he will commence the drilling of a well for oil on the premises hereby leased within ninety (90) days 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 Lessee, 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 Lessee 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 he 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 he may deem profitable, and will use such additional strings of tools as may be justified by the character and extent of production.

(c) That he will continuously pump and operate each well drilled by him on said premises while and so long as such well produces oil in paying quantities; that he will prosecute the work herein authorized to be conducted and carried on by him in such manner as to interfere as little as possible with the agricultural, grazing or other uses to which said lands 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 reasonably careful conduct in the carrying on of the operations herein contemplated.

(d) That he will bury and cover all pipe lines that he 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 he 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 him from said premises.

(2) If natural gas from said premises is sold by Lessee for cash, he will pay to the Lessor one-eighth (1/8) of the proceeds received by him therefor, less the cost of gathering and delivering such gas. In the event all or a part of the consideration received by him for such natural gas is in the form of gasoline extracted therefrom, the gasoline so received by Lessee 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 Lessee's vendee and all or any part of the proceeds of such sale is paid to Lessee, he will pay to Lessor one-eighth (1/8) of the proceeds so received by him. If all or any part of such dry gas is returned to Lessee and afterwards sold by him, Lessee will pay to Lessor one-eighth (1/8) of the proceeds received by it from such sale, less the cost incurred by him in selling and delivering such dry gas.

If casing-head gasoline is extracted by Lessee from the natural gas produced from said premises and sold and delivered by Lessee at the plant where extracted, he 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 Lessee remove such gasoline from such plant and use or sell same elsewhere he 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 Lessee of gasoline from the natural gas produced from said premises, and dry gas resulting therefrom is saved and sold, Lessee will pay to the Lessor one-eighth (1/8) of the proceeds received by him from the sale thereof, less the costs incurred by him in selling and delivering such dry gas.

"Natural gas" as used in this paragraph is hereby defined to mean gas in its natural

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state as produced from said premises and before gasoline is extracted therefrom. Nothing in this lease contained shall be deemed to obligate the Lessee 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 Lessee 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. Lessee 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 Lessee to erect and/or maintain any plant for the treatment of any oil produced from said premises.

(g) That he 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 he 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 Lessee shall not be required to account to the Lessor for, or to pay rent or royalty on oil, gas or water produced by the Lessee from the premises and used by him in his operations hereunder, but may use such oil, gas and water free of charge.

(h) That he 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 Lessee 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 or rental or royalty or any other interest in or under this lease by the Lessor, shall be binding upon Lessee until an executed original or certified copy of such conveyance or assignment is filed with the Lessee, together with the postoffice address of the grantee or assignee.

(i) That he will pay to the Lessor for all damage done by him to the land, growing crops, trees, and other property of the Lessor, which may be occasioned by the operations of the Lessee 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 he will, in the execution of said works herein provided for, furnish and provide at his 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 him undertaken, together with all labor necessary therefor.

(k) That he will at all times hold Lessor harmless from any damage or liability to any third person by reason of the operations conducted by him upon said leased premises.

(l) That he will not suffer any lien or liens to be filed for labor or materials done or furnished by or for him during the continuance of this lease, and that if such lien or liens be filed, he will defend the same at his own cost and expense and hold said Lessor harmless therefor, and that he will pay any final judgment which may be entered therein or thereby or any judgment the execution of which shall not be stayed by proper undertaking within thirty (30) days after entry thereof, or in default of such payment or defense, he will repay to said Lessor any counsel fees, costs and damages incurred by him in reasonable amount, for defense of such action, or the amount of any 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, he 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 Lessee 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 him to be performed, the said Lessee shall have and is 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, he shall have the right to retain any or all wells being drilled or producing oil in quantities deemed paying quantities by him 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 he shall continue to produce oil in said paying quantities. The wells so retained shall be held subject to all the conditions and terms 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, he 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 Twenty-five Dollars (\$25.00) to surrender up, terminate and cancel this lease, either in whole or in part. If the Lessee 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 Lessee 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 Lessee of his obligations to make any payments herein provided for which are then due and payable and/or to pay and discharge all claims against him for labor and materials done and furnished by or for him 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 Lessee; to enter upon the leased premises and inspect Lessee's work, tanks, and appliances; and to examine, gauge 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 therefor, any or all improvements placed upon said leased premises by the Lessee, 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 Lessee to commence the drilling of the first well within the time herein specified, this lease shall ipso facto and without notice cease and terminate; upon the failure of the Lessee 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 Lessor, this lease shall terminate, and upon the failure of the Lessee 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 Lessee has 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 Lessee of said premises, not required or used by the Lessee, in his 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 Lessee, 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 Lessee in his operations hereunder, all connections and pipe lines necessary for said use by the Lessor to be furnished and installed by and at the sold 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 Lessee has no control, shall severally be taken and deemed as sufficient cause for delay to the extent that he necessarily delays 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 cents (\$.75) or less, per barrel, that circumstances shall ipso facto suspend the obligations of the Lessee to commence or to continue the drilling of wells and/or operation of producing wells, but the obligation of the Lessee to continuously operate producing wells may be suspended if and for such period only as Lessee or owners of adjoining property 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 Lessee at McNeece Bldg., 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 of construction of such well or the handling or storing of the products thereof.

(e) In the event Lessee 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 Lessee upon the leased premises not so surrendered.

(f) Upon the termination of this lease, for any cause, Lessee shall have the right for ninety (90) days after such termination within which he may remove from said premises all tools, machinery, fixtures and appliances of every kind placed thereon or therein by him, 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 Lessee 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 the Lessee of oil and gas lands within such corporate limit shall be deemed to be a part of this lease and shall control the operation of the Lessee 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 Lessee's 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 Lessee whether this lease be of record or not.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said Lessee has hereunto subscribed his name, this 31st day of October, 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.

JAMES R. MCNEECE

Lessee.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK Deputy.

I hereby approve the form of the foregoing Lease, this 6 day of October, 1927.
JAS. E. O'KEEFE, City Attorney.
By FRANK M. DOWNER, JR
Deputy City Attorney.

I HEREBY CERTIFY that the above foregoing is a full, true and correct copy of Lease with James R. McNeece. Being Document No. 214221.

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

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 1st day of November, 1927, by and between THE CITY OF SAN DIEGO, California, acting by and through its Common Council, pursuant to authority conferred by Ordinance No. 11235 passed and adopted August 15, 1927, as amended by Ordinance No. 11292 passed and adopted September 12, 1927, and H. K. W. KUMM, WITNESSETH:

The City of San Diego, California, has demised and let, and by these presents does demise and let to H. K. W. Kumm, the following described portion of the Pueblo Lands of The City of San Diego, to-wit:

Beginning at the southwest corner of Pueblo Lot 1315 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe; thence easterly along the southerly line of said Pueblo Lot 1315 a distance of 602.18 feet to a point; thence northerly on an angle of 88° 04' to the left a distance of 496.09 feet to an intersection with the northerly line of Miramar Road, the true point of beginning; thence west northwest on a direct line, making an angle of 44° with the northerly line of said Miramar Road, a distance of 1150 feet to a point, this latter line being the boundary line of the Eucalyptus Grove; thence at right angles north northeast, a distance of 600.00 feet to a point; thence at right angles east southeast a distance of 1610 feet to an intersection with the northwesterly line of said Miramar Road; thence southwesterly and westerly along the northwesterly and northerly line of said Miramar Road a distance of 800 feet to the true point or place of beginning, containing twenty (20) acres, more or less.

This lease is for a period of fifteen years from and after September 12, 1927, and the lessee covenants and agrees to pay, and the lessor agrees to accept the sum of fifty dollars (\$50.00) per year, payable annually in advance, as rental for the demised premises.

The demised premises are to be used for the purposes of an experimental farm only, and the lessee shall have the right to construct and maintain a reservoir; to fence the premises, and to erect such greenhouses, lath houses and other buildings, including a gardener's cottage, thereon as are necessary and convenient for their use as an experimental farm.

Failure to promptly pay the rent reserved shall be sufficient ground for the termination of this lease, and the lessee covenants to render up the premises to the City of San Diego at the expiration of the term hereof, and remove all improvements placed thereon by him, unless such term be extended by Ordinance.

This lease is not assignable nor transferable except by consent of the Common Council expressed by Ordinance.

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

(SEAL) ATTEST:

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

CITY OF SAN DIEGO
By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

Members of the Common Council.
Lessor.

H. K. W. KUMM

Lessee.

I Hereby Approve the form of the foregoing Lease, this 21st day of October, 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 H. K. W. Kumm and the City of San Diego. Being Document No. 214295.

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

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That EDGAR F. HASTINGS, 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 FIVE THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$5,520.00), 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 be these presents.

Signed by us and dated this 4th day of November, 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 two fire stations, one station to be located on Lot 31, Block 61, Normal Heights and the other to be located on the west 50 feet of Lots 1 and 2, Block D, Southlook 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.

EDGAR F. HASTINGS, Principal.

(SEAL)

PACIFIC INDEMNITY COMPANY, Surety
By E. J. HAMMOND, Attorney-in-Fact.

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

On this 4th day of November in the year one thousand nine hundred and 27, before me, F. B. Blake a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, E. J. Hammond 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 E.J. Hammond 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.

F. B. BLAKE
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires July 7, 1931.

I Hereby Approve the form of the within Bond, this 3 day of Nov., 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 7th day of November, 1927.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That EDGAR F. HASTINGS, 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, 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 THOUSAND THIRTY-FIVE DOLLARS (\$11,035.00), 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 4th day of November, 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 EDGAR F. HASTINGS 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 two fire stations, one station to be located on Lot 31, Block 61, Normal Heights, and the other station to be located on the west 50 feet of Lots 1 and 2, Block D, Southlook 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 fees to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified:

EDGAR F. HASTINGS, Principal.

PACIFIC INDEMNITY COMPANY, Surety
By E. J. HAMMOND, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF CALIFORNIA,)ss

On this 4th day of November in the year one thousand nine hundred and 27, before me, F. B. Blake a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. J. Hammond 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 E.J. Hammond 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.

F. B. BLAKE
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires,
July 7, 1931.

I Hereby Approve the form of the within Bond, this 3 day of Nov., 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 7th day of November, 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 7th day of November, 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 EDGAR F. HASTINGS 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, construction and completion of two fire stations -

One station to be located on Lot 31, Block 61, Normal Heights,

One station to be located on the west 50 feet of Lots 1 and 2, Block D, Southlook Addition, in accordance with the plans and specifications therefor contained in Document No. 213304, on file in the Office of the City Clerk of the City of San Diego, California.

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

Station located on Lot 31, Block 61, Normal Heights, for the sum of Ten thousand Seven Hundred Ninety-one Dollars (\$10,791.00);

Station located on the west 50 feet of Lots 1 and 2, Block D, Southlook Addition, for the sum of Eleven Thousand Seventy-five Dollars (\$11,075.00);

ALTERNATE #1:

For giving engine room floors one coat of "Repello" and staining Assembly Room floors with chemical stain and finish according to the specification of the Continental Chemical Stain Company, add the sum of Two Hundred Dollars (\$200.00).

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 120 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the 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:

Station located on Lot 31, Block 61, Normal Heights, for the sum of Ten Thousand Seven Hundred Ninety-one Dollars (\$10,791.00);

Station located on the west 50 feet of Lots 1 and 2, Block D, Southlook Addition, for the sum of Eleven Thousand Seventy-five Dollars (\$11,075.00);

ALTERNATE #1:

For giving engine room floors one coat of "Repello" and staining Assembly Room floors with chemical stain and finish according to the specification of the Continental Chemical Stain Company, add the sum of Two Hundred Dollars (\$200.00), 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,

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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.

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 2 day of Nov., 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 Edgar F. Hastings for erection of Fire Stations: Being Document No. 214500.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

C O N T R A C T September 27, 1926

THIS CONTRACT OF LEASE AND EXCLUSIVE OPTION TO BUY, made and entered into by and between the CUYAMACA WATER COMPANY, a co-partnership, by Ed Fletcher, surviving partner, ED FLETCHER and CHARLES F. STERN, parties of the first part, hereinafter referred to as the Lessors, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter referred to as The City,

W I T N E S S E T H:

That, whereas, heretofore and on the 5th day of April, 1924, said Cuyamaca Water Company did make, execute and deliver to the La Mesa, Lemon Grove & Spring Valley Irrigation District a certain Agreement, wherein and whereby said District was given an option to purchase for the sum of One million one hundred thousand dollars (\$1,100,000.00), all of the property described in said option; and

Whereas, it was found impossible to complete the transaction by the 7th day of May 1925, and said Agreement was extended by the Cuyamaca Water Company under date of April 23, 1925, until the 17th day of June, 1925; and

Whereas, on the 13th day of June, 1925, the lessors herein and said district made and entered into a further agreement in writing wherein and whereby it was agreed that the district should be entitled to take possession of the said properties at a later date and before final payment therefor, and upon and after taking such possession the district should pay to the lessors herein interest at the rate of six per cent. (6%) per annum on the total purchase price and capital expenditures made as agreed upon therein and in the agreement therefore entered into, and said district should be entitled to receive the net income from said system until the final consummation and completion of the purchase of said properties; and

Whereas, it was the desire of all parties that the district should take over the possession and operation of said properties; and,

Whereas, by the terms and conditions of the accepted proposition dated April 5, 1924, made by the lessors to the La Mesa, Lemon Grove & Spring Valley Irrigation District the question of issuing bonds for the purchase of said Cuyamaca System east of the east line of East San Diego was legally submitted to the electors of said district; and

Whereas, in consequence of said election said bonds were issued and said district purchased and took over all of said property of the said lessors east of said east line of East San Diego; and

Whereas, in the accepted proposition of April 5, 1924, it is provided as a part of the consideration entering into the purchase of said system of the first parties as follows:

"It is understood that for East San Diego, Normal Heights and Kensington

Park territory now being furnished with water by the Cuyamaca System, the district will continue to furnish water to us through a master meter at the east line of the East San Diego city limits, the price of said water to be nine (9) cents per hundred cubic feet until such time as this rate may be changed by a competent authority; and further we agree not to ask for a rehearing or re-rating for a period of three (3) years from date."

And, Whereas, certain modifications as to the time of performance of said April 5, 1924 proposition were made subsequent thereto, namely, April 23, 1925, May 4, 1925, June 13, 1925, and September 1, 1925, but all of said modifications going only to the extension of time of the performance of the original option of April 5, 1924, and none of said modifications in any shape, manner or form changing the obligation of the district to furnish to the lessors herein water at nine (9) cents per hundred cubic feet as above set forth; and

Whereas, said obligation to so furnish said water now so rests upon said district; and

Whereas, said district consents to the transfer of said contract to so furnish water by said Cuyamaca Water Company to The City of San Diego, as shown by Exhibit A, attached hereto and made a part hereof:

NOW, THEREFORE, IT IS AGREED:

ARTICLE 1.

That the lessors hereby lease to the City all pipe lines and equipment, including

approximately 1825 meters and connections, located in the Districts of East San Diego, Normal Heights, Kensington Park and Teralta, which system and the pipes therein are more fully and particularly set out in Exhibit B attached hereto and made a part hereof; together with all the right, title and interest of the said lessors in and to the meters, services and franchises west of the east line of East San Diego, California; the City to assume the responsibility of any legitimate refund for meters and services installed to date as per the rules and regulations of the Railroad Commission of California.

ARTICLE 11

That the lessors will also assign all of their right, title, claim and interest in and to the right to service of water contained in a certain contract between the lessors herein and the La Mesa, Lemon Grove & Spring Valley Irrigation District, which contract is embodied in the accepted proposition of April 5, 1924.

ARTICLE 111

The term of this lease shall be for a period of fifteen (15) years from and after the date of the execution of this contract.

ARTICLE 1V.

The City covenants and agrees that it will pay to the lessors as rental during the term of fifteen (15) years the following sums:

Upon the date of the execution of this lease the sum of \$5000.00			
November 15, 1926	\$1063.33	December 15, 1926	\$ 725.00
January 15, 1927	5725.00	February 15, 1927	1533.33
March 15, 1927	1529.16	April 15, 1927	1525.01
May 15, 1927	1520.83	June 15, 1927	1516.66
July 15, 1927	1512.51	August 15, 1927	1508.33
September 15, 1927	1504.16	October 15, 1927	1500.01
November 15, 1927	1495.83	December 15, 1927	1491.66
January 15, 1928	1487.51	February 15, 1928	1483.33
March 15, 1928	1479.16	April 15, 1928	1475.01
May 15, 1928	1470.83	June 15, 1928	1466.66
July 15, 1928	1462.51	August 15, 1928	1458.33
September 15, 1928	1454.16	October 15, 1928	1450.01
November 15, 1928	1445.83	December 15, 1928	1441.66
January 15, 1929	1437.51	February 15, 1929	1433.33
March 15, 1929	1429.16	April 15, 1929	1425.01
May 15, 1929	1420.83	June 15, 1929	1416.66
July 15, 1929	1412.51	August 15, 1929	1408.33
September 15, 1929	1404.16	October 15, 1929	1400.01
November 15, 1929	1395.83	December 15, 1929	1391.66
January 15, 1930	1387.51	February 15, 1930	1383.33
March 15, 1930	1379.16	April 15, 1930	1375.01
May 15, 1930	1370.83	June 15, 1930	1366.66
July 15, 1930	1362.51	August 15, 1930	1358.33
September 15, 1930	1354.16	October 15, 1930	1350.01
November 15, 1930	1345.83	December 15, 1930	1341.66
January 15, 1931	1337.51	February 15, 1931	1333.33
March 15, 1931	1329.16	April 15, 1931	1325.01
May 15, 1931	1320.83	June 15, 1931	1316.66
July 15, 1931	1312.51	August 15, 1931	1308.33
September 15, 1931	1304.16	October 15, 1931	1300.01
November 15, 1931	1295.83	December 15, 1931	1291.66
January 15, 1932	1287.51	February 15, 1932	1283.33
March 15, 1932	1279.16	April 15, 1932	1275.01
May 15, 1932	1270.83	June 15, 1932	1266.66
July 15, 1932	1262.51	August 15, 1932	1258.33
September 15, 1932	1254.16	October 15, 1932	1250.01
November 15, 1932	1245.83	December 15, 1932	1241.66
January 15, 1933	1237.51	February 15, 1933	1233.33
March 15, 1933	1229.16	April 15, 1933	1225.01
May 15, 1933	1220.83	June 15, 1933	1216.66
July 15, 1933	1212.51	August 15, 1933	1208.33
September 15, 1933	1204.16	October 15, 1933	1200.01
November 15, 1933	1195.83	December 15, 1933	1191.66
January 15, 1934	1187.51	February 15, 1934	1183.33
March 15, 1934	1179.16	April 15, 1934	1175.01
May 15, 1934	1170.83	June 15, 1934	1166.66
July 15, 1934	1162.51	August 15, 1934	1158.33
September 15, 1934	1154.16	October 15, 1934	1150.01
November 15, 1934	1145.83	December 15, 1934	1141.66
January 15, 1935	1137.51	February 15, 1934	1133.33
March 15, 1935	1129.16	April 15, 1935	1125.01
May 15, 1935	1120.83	June 15, 1935	1116.66
July 15, 1935	1112.51	August 15, 1935	1108.33
September 15, 1935	1104.16	October 15, 1935	1100.01
November 15, 1935	1095.83	December 15, 1935	1091.66
January 15, 1936	1087.51	February 15, 1936	1083.33
March 15, 1936	1079.16	April 15, 1936	1075.01
May 15, 1936	1070.83	June 15, 1936	1066.66
July 15, 1936	1062.51	August 15, 1936	1058.33
September 15, 1936	1054.16	October 15, 1936	1050.01
November 15, 1936	1045.83	December 15, 1936	1041.66
January 15, 1937	1037.51	February 15, 1937	1033.33
April 15, 1937	1025.01	March 15, 1937	1025.01
June 15, 1937	1016.66	May 15, 1937	1020.83
August 15, 1937	1008.33	July 15, 1937	1012.51
October 15, 1937	1000.01	September 15, 1937	1004.16
December 15, 1937	991.66	November 15, 1937	995.83
February 15, 1938	983.33	January 15, 1938	987.51
April 15, 1938	975.01	March 15, 1938	979.16
June 15, 1938	966.66	May 15, 1938	970.83
August 15, 1938	958.33	July 15, 1938	962.51
October 15, 1938	950.01	September 15, 1938	954.16
December 15, 1938	941.66	November 15, 1938	945.83
February 15, 1939	933.33	January 15, 1939	937.51
April 15, 1939	925.01	March 15, 1939	929.16
June 15, 1939	916.66	May 15, 1939	920.83
August 15, 1939	908.33	July 15, 1939	912.51
October 15, 1939	900.01	September 15, 1939	904.16
		November 15, 1939	895.83

December 15, 1939	891.66	January 15, 1940	887.51
February 15, 1940	883.33	March 15, 1940	879.16
April 15, 1940	875.01	May 15, 1940	870.83
June 15, 1940	866.66	July 15, 1940	862.51
August 15, 1940	858.33	September 15, 1940	854.16
October 15, 1940	850.01	November 15, 1940	845.83
December 15, 1940	841.66	January 15, 1941	837.51

ARTICLE V.

The City covenants and agrees to pay all taxes and assessments of any and all kinds from date hereof, and to assume and agree to pay all obligations that may arise hereafter against said system.

ARTICLE VI.

The City covenants and agrees that during said period of fifteen (15) years, unless this contract be sooner terminated, at its own expense to maintain said system in good condition and repair.

ARTICLE VII.

In order to make said monthly payments of rental promptly, The City covenants and agrees, by appropriate proceedings, to establish and maintain a fund to be known as "Extra Water Fund," "Supplemental Water Fund," or "East San Diego Water Fund," or some other suitable name, from which appropriations shall be made from time to time for the payment of such rentals, and further, that it will at all times during the life of this lease, keep in said fund sufficient money to make the monthly rental payments promptly.

ARTICLE VIII.

The City agrees, upon the expiration of the term provided for in this contract of lease, or sooner termination thereof, to surrender possession of said system in good condition, wear and tear and damage by the elements alone excepted, and waive all rights under said nine (9) cent water service to the lessors, and all sums of money paid by The City to the lessors shall be considered as rentals only.

ARTICLE IX.

It is mutually agreed that this contract does not impose any liability of debt upon The City for an amount of money equal to the aggregate of all the rental payments, but, on the contrary, The City assumes and agrees to pay only the monthly rentals provided for herein when and as said rentals accrue, and this in order to avoid violating any of the provisions of the Constitution of the State of California, or any of the terms or provisions of the Charter of The City regarding its power to incur liability or debt.

ARTICLE X.

This contract is made subject to the approval of the Railroad Commission of the State of California.

ARTICLE XI.

It is fully understood and agreed that neither of the parties hereto waives any of the rights of either with reference to any litigation that may now be pending affecting the rights to water of the San Diego River.

ARTICLE XII.

It is also agreed that nothing herein contained shall be construed to affect the rights of the lessors in and to the riparian rights or filings made in, on or along said San Diego River.

ARTICLE XIII.

It is further understood and agreed that when and after this contract shall have been executed and The City shall be permitted to take water at nine (9) cents per one hundred cubic feet under the assignment of the nine (9) cent water contract to it, the said payment shall be for water service and not for the purchase of water; it being understood and agreed that the lessors are only transferring such rights as to furnishing water as they have acquired from the La Mesa, Lemon Grove & Spring Valley Irrigation District in their said contracts with said district.

ARTICLE XIV.

Upon the execution of this contract The City shall have the sole and exclusive possession of all of said systems of the lessors lying west of the east boundary line of said East San Diego, and thereafter shall be entitled to receive all of the income from the service of said water in said districts of East San Diego, Normal Heights, Kensington Park and Teralta.

ARTICLE XV

In consideration of the premises and mutual covenants and agreements herein contained, the lessors hereby agree upon condition that The City, the lessee herein, shall pay the lessors herein the sum of Five thousand dollars (\$5000.00) October 1st, 1926, and Five Thousand dollars (\$5000.00) on or before January 15th, 1927, and shall not be in default of any covenant on its part to be kept and performed, to give to The City an option to purchase the aforesaid leased property within and prior to the expiration of the term of said lease upon the following terms and conditions, of which time shall be of the essence:

The purchase price which The City shall pay to the lessors for said property under said option is and shall be the sum of One Hundred and Fifty Thousand dollars (\$150,000.00), together with interest at the rate of six per cent (6%) the amount payable at any date upon which the City may exercise this option being represented by the figure in Column No. 5 of figures in the attached tabulation headed "Total to Pay Off".

At any time after the payment of said Five thousand dollars (\$5000.00) October 1st, 1926, and Five thousand dollars (\$5000.00) January 15th, 1927, and so long as The City is in no way in default in respect to any of the covenants in this indenture contained, The City shall if it elects to exercise said option, give notice thereof in writing to the lessors, which notice shall state that the City has elected to purchase said property and the date on which said City intends to consummate said purchase, which date must be one of the dates in the column headed "Date" in the attached tabulation and opposite the corresponding figure in Column 5 of figures headed "Total to Pay Off"; provided, however, that said notice must be given at least six months in advance of the date fixed in said notice as aforesaid for the consummation of said purchase.

It is further understood and agreed that in order to consummate the purchase of said properties as herein provided, and as a condition to the consummation of said purchase, The City shall at least sixty (60) days prior to the date fixed in the notice provided for in this Article, deposit in escrow with the First National Bank of San Diego as Trustee, or its successor trustee, a sum equal to the amount set forth in Column No. 3 in said Table for the date fixed in said notice for the consummation of said purchase, and at the time of depositing said money The City shall give instructions to the said trustee to pay said money to the lessors when the lessors shall have fully kept and performed the following covenants;

Upon payment of the full purchase price of said properties as in this Article set forth, the lessors covenant and agree to execute to The City a good and sufficient bill of sale or other conveyance, conveying to The City the property covered by this agreement, which said bill of sale or other instrument shall be sufficient in law to transfer and convey to The City all the right, title and interest of the lessors in and to the property described

in the indenture of lease, of which this option is a part.

In the event that The City exercises the option herein contained, and complies with all the terms of said option by the payment of the full purchase price as in this article set forth, then and in that event the obligations under the lease hereinabove set forth shall cease, and the said lease shall be cancelled and be of no force and effect from the date of the conveyance of said property to said City by said lessors.
Dated: September 27th, 1926.

CUYAMACA WATER COMPANY

By ED. FLETCHER

Ed. Fletcher

Surviving Partner

ED. FLETCHER

Ed. Fletcher

CHARLES F. STERN

Charles F. Stern

Party of the 1st Part

CITY OF SAN DIEGO

Party of the 2nd Part

By JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

I hereby approve the form of the foregoing agreement this 6th day of October, 1926.
S. J. HIGGINS, City Attorney.

STATE OF CALIFORNIA)

) ss

COUNTY OF Los Angeles)

ON THIS 27th day of September A.D., 1926 before me Mary A. McCann a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared CHARLES F. STERN 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)

MARY A. MCCANN

My Commission expires

December 5, 1928.

Notary Public in and for said County and State of California.

STATE OF CALIFORNIA,)

COUNTY OF SAN DIEGO,) ss.

On this 1st day of October A.D., 1926, before me, Katherine L. May a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Ed Fletcher, Surviving Partner Cuyamaca Water Co. and Ed. Fletcher personally known to me to be the person whose name is subscribed to the within Instrument, and duly acknowledged to me that he executed the same.

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

(SEAL)

KATHERINE L. MAY

My Commission expires

Oct. 2, 1929.

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

EXHIBIT A

December 28, 1925.

The following Resolution authorizing transfer of the Cuyamaca Water Company Contract to the City of San Diego was presented by H. A. Hall who moved the adoption of same. Said motion duly seconded and carried.

RESOLUTION

Resolved, that the President and Secretary of La Mesa, Lemon Grove & Spring Valley Irrigation District be and they are hereby authorized to consent in writing to the transfer of the existing contract between Cuyamaca Water Company and said District for water furnished and to be furnished to the East San Diego, Normal Heights and Kensington Park District. This consent is given, however, on the express understanding and in consideration that the assignee of said contract take the same subject to the understanding upon which said contract is now held by said Cuyamaca Water Company, to-wit: that the District shall not be obligated at any time to furnish more in any one year than the equivalent of a uniform flow of one million gallons of water per day. Nothing herein contained, however, shall prevent the District, if it at any time has any surplus water, from furnishing such water to said territory on a yearly contract at rates that may be agreed upon.

The vote on above Resolution was as follows:

J. H. Halley Yes, H. A. Hall Yes, J. H. Barry Yes, Ira C. Robinson Yes,

H. L. Russell Yes

All members voting "Yes, the President declared same adopted.

EXHIBIT B

CUYAMACA WATER COMPANY

LIST OF CUYAMACA WATER COMPANY MAINS, METERS & SERVICES, AS OF July 13, 1926.

TRANSMISSION MAINS

MISCELLANEOUS

1,175	Ft.	10	Inch	Casing
1,460	"	16	"	Riv. Steel
1,530	"	20	"	"
1,200	"	24	"	"
3,990	"	20	"	Concreted

CAST IRON

1,800	Ft.	20	Inch	Cast Iron
3,080	"	16	"	"
4,350	"	12	"	"

Fittings

DISTRIBUTION MAINS

MISCELLANEOUS

400	Ft.	6	Inch	Math Jt.
3,500	"	4	"	Casing
12,562	"	3	"	Std.
35,107	"	2 1/2	"	"
47,036	"	2	"	"
1,256	"	1 1/2	"	"
4,823	"	1	"	"
697	"	3/4	"	"

Fittings

CAST IRON

10,615	Ft.	6	inch	Cast Iron
--------	-----	---	------	-----------

5,148 Ft. 4 inch Cast Iron
 10,950 " 3 " " "
 5,664 " 2 " " "
 Fittings
METERS
 2,069 5/8 x 3/4" Meters
 7 3/4" " "
 13 1" " "
 8 1 1/2" " "
 3 3" " "
 1 4" " "
 2 6" " "

2,076 Services

Date	Principal Payment	Interest to Date	Total Installment	Balance of Principal	Total to Pay Off
Oct. 1 26	5,000.00		5,000.00	150,000.00	150,000.00
Nov. 15		1,063.33	1,063.33		
Dec. 15		725.00	725.00		
Jan. 15 27	5,000.00	725.00	5,725.00		
Feb.	833.33	700.00	1,533.33		
Mch.	833.33	695.83	1,529.16		
Apr.	833.34	691.67	1,525.01		
May	833.33	687.50	1,520.83		
Jun.	833.33	683.33	1,516.66		
Jly. 15 27	833.34	679.17	1,512.51	135,833.34	136,512.51
Aug.	833.33	675.00	1,508.33		
Sep.	833.33	670.83	1,504.16		
Oct.	833.34	666.67	1,500.01		
Nov.	833.33	662.50	1,495.83		
Dec.	833.33	658.33	1,491.66		
Jan. 15 28	833.34	654.17	1,487.51	130,833.34	131,487.51
Feb.	833.33	650.00	1,483.33		
Mch.	833.33	645.83	1,479.16		
Apr.	833.34	641.67	1,475.01		
May	833.33	637.50	1,470.83		
Jun.	833.33	633.33	1,466.66		
Jly. 15 28	833.34	629.17	1,462.51	125,833.34	126,462.51
Aug.	833.33	625.00	1,458.33		
Sep.	833.33	620.83	1,454.16		
Oct.	833.34	616.67	1,450.01		
Nov.	833.33	612.50	1,445.83		
Dec.	833.33	608.33	1,441.66		
Jan. 15 29	833.34	604.17	1,437.51	120,833.34	121,437.51
Feb.	833.33	600.00	1,433.33		
Mch.	833.33	595.83	1,429.16		
Apr.	833.34	591.67	1,425.01		
May	833.33	587.50	1,420.83		
Jun.	833.33	583.33	1,416.66		
Jly. 15 29	833.34	579.17	1,412.51	115,833.34	116,412.51
Aug.	833.33	575.00	1,408.33		
Sep.	833.33	570.83	1,404.16		
Oct.	833.34	566.67	1,400.01		
Nov.	833.33	562.50	1,395.83		
Dec.	833.33	558.33	1,391.66		
Jan. 15 30	833.34	554.17	1,387.51	110,833.34	111,387.51
Feb.	833.33	550.00	1,383.33		
Mch.	833.33	545.83	1,379.16		
Apr.	833.34	541.67	1,375.01		
May	833.33	537.50	1,370.83		
Jun.	833.33	533.33	1,366.66		
Jly. 15 30	833.34	529.17	1,362.51	105,833.34	106,362.51
Aug.	833.33	525.00	1,358.33		
Sep.	833.33	520.83	1,354.16		
Oct.	833.34	516.67	1,350.01		
Nov.	833.33	512.50	1,345.83		
Dec.	833.33	508.33	1,341.66		
Jan. 15 31	833.34	504.17	1,337.51	100,833.34	101,337.51
Feb.	833.33	500.00	1,333.33		
Mch.	833.33	495.83	1,329.16		
Apr.	833.34	491.67	1,325.01		
May	833.33	487.50	1,320.83		
Jun.	833.33	483.33	1,316.66		
Jly. 15 31	833.34	479.17	1,312.51	95,833.34	96,312.51
Aug.	833.33	475.00	1,308.33		
Sep.	833.33	470.83	1,304.16		
Oct.	833.34	466.67	1,300.01		
Nov.	833.33	462.50	1,295.83		
Dec.	833.33	458.33	1,291.66		
Jan. 15 32	833.34	454.17	1,287.51	90,833.34	91,287.51
Feb.	833.33	450.00	1,283.33		
Mch.	833.33	445.83	1,279.16		
Apr.	833.34	441.67	1,275.01		
May	833.33	437.50	1,270.83		
Jun.	833.33	433.33	1,266.66		
Jly. 15 32	833.34	429.17	1,262.51	85,833.34	86,262.51
Aug.	833.33	425.00	1,258.33		
Sep.	833.33	420.83	1,254.16		
Oct.	833.34	416.67	1,250.01		
Nov.	833.33	412.50	1,245.83		
Dec.	833.33	408.33	1,241.66		
Jan. 15 33	833.34	404.17	1,237.51	80,833.34	81,237.51
Feb.	833.33	400.00	1,233.33		
Mch.	833.33	395.83	1,229.16		
Apr.	833.34	391.67	1,225.01		
May	833.33	387.50	1,220.83		
Jun.	833.33	383.33	1,216.66		
Jly. 15 33	833.34	379.17	1,212.51	75,833.34	76,212.51

Aug.	833.33	375.00	1,208.33
Sep.	833.33	370.83	1,204.16
Oct.	833.34	366.67	1,200.01
Nov.	833.33	362.50	1,195.83
Dec.	833.33	358.33	1,191.66

79,166.66 s 46,434.16 s 125,600.82 s

Jan. 15 34	833.34	354.17	1,187.51	70,833.34	71,187.51
Feb.	833.33	350.00	1,183.33		
Mch.	833.33	345.83	1,179.16		
Apr.	833.34	341.67	1,175.01		
May	833.33	337.50	1,170.83		
June	833.33	333.33	1,166.66		
July 15 34	833.34	329.17	1,162.51	65,833.34	66,162.51
Aug.	833.33	325.00	1,158.33		
Sep.	833.33	320.83	1,154.16		
Oct.	833.34	316.67	1,150.01		
Nov.	833.33	312.50	1,145.83		
Dec.	833.33	308.33	1,141.66		
Jan. 15 35	833.34	304.17	1,137.51	60,833.34	61,137.51
Feb.	833.33	300.00	1,133.33		
Mch.	833.33	295.83	1,129.16		
Apr.	833.34	291.67	1,125.01		
May	833.33	287.50	1,120.83		
June	833.33	283.33	1,116.66		
July 15 35	833.34	279.17	1,112.51	55,833.34	56,112.51
Aug.	833.33	275.00	1,108.33		
Sep.	833.33	270.83	1,104.16		
Oct.	833.34	266.67	1,100.01		
Nov.	833.33	262.50	1,095.83		
Dec.	833.33	258.33	1,091.66		
Jan. 15 36	833.34	254.17	1,087.51	50,833.34	51,087.51
Feb.	833.33	250.00	1,083.33		
Mch.	833.33	245.83	1,079.16		
Apr.	833.34	241.67	1,075.01		
May	833.33	237.50	1,070.83		
June	833.33	233.33	1,066.66		
July 15 36	833.34	229.17	1,062.51	45,833.34	46,062.51
Aug.	833.33	225.00	1,058.33		
Sep.	833.33	220.83	1,054.16		
Oct.	833.34	216.67	1,050.01		
Nov.	833.33	212.50	1,045.83		
Dec.	833.33	208.33	1,041.66		
Jan. 15 37	833.34	204.17	1,037.51	40,833.34	41,037.51
Feb.	833.33	200.00	1,033.33		
Mch.	833.33	195.83	1,029.16		
Apr.	833.34	191.67	1,025.01		
May	833.33	187.50	1,020.83		
June	833.33	183.33	1,016.66		
July 15 37	833.34	179.17	1,012.51	35,833.34	36,012.51
Aug.	833.33	175.00	1,008.33		
Sep.	833.33	170.83	1,004.16		
Oct.	833.34	166.67	1,000.01		
Nov.	833.33	162.50	995.83		
Dec.	833.33	158.33	991.66		
Jan. 15 38	833.34	154.17	987.51	30,833.34	30,987.51
Feb.	833.33	150.00	983.33		
Mch.	833.33	145.83	979.16		
Apr.	833.34	141.67	975.01		
May	833.33	137.50	970.83		
June	833.33	133.33	966.66		
July 15 38	833.34	129.17	962.51	25,833.34	25,962.51
Aug.	833.33	125.00	958.33		
Sep.	833.33	120.83	954.16		
Oct.	833.34	116.67	950.01		
Nov.	833.33	112.50	945.83		
Dec.	833.33	108.33	941.66		
Jan. 15 39	833.34	104.17	937.51	20,833.34	20,937.51
Feb.	833.33	100.00	933.33		
Mch.	833.33	95.83	929.16		
Apr.	833.34	91.67	925.01		
May	833.33	87.50	920.83		
June	833.33	83.33	916.66		
July 15 39	833.34	79.17	912.51	15,833.34	15,912.51
Aug.	833.33	75.00	908.33		
Sep.	833.33	70.83	904.16		
Oct.	833.34	66.67	900.01		
Nov.	833.33	62.50	895.83		
Dec.	833.33	58.33	891.66		
Jan. 15 40	833.34	54.17	887.51	10,833.34	10,887.51
Feb.	833.33	50.00	883.33		
Mch.	833.33	45.83	879.16		
Apr.	833.34	41.67	875.01		
May	833.33	37.50	870.83		
June	833.33	33.33	866.66		
July 15 40	833.34	29.17	862.51	5,833.34	5,862.51
Aug.	833.33	25.00	858.33		
Sep.	833.33	20.83	854.16		
Oct.	833.34	16.67	850.01		
Nov.	833.33	12.50	845.83		
Dec.	833.33	8.33	841.66		
Jan. 15 41	833.34	4.17	837.51	833.34	837.51

150,000.00 61,663.33 211,663.33

RECORDED AT REQUEST OF City Clerk NOV. 29 1927 at 10 Min. past 10 o'clock A.M.,
In Book No. 1386 Page 451 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
Contract of Lease, between the Cuyamaca Water Company and the City of San Diego, California,
being Document No. 195000.

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

By Helen M. Willig Deputy.

L E A S E

WHEREAS, The State of California is desirous of leasing to The City of San Diego, to be used by said City for playground purposes the premises hereinafter described, which were formerly used by said State for Naval Militia purposes, and now no longer necessary for such purposes, NOW, THEREFORE,

THIS AGREEMENT, made and entered into this 21st day of February, 1927, by and between the STATE OF CALIFORNIA, hereinafter called the State, and THE CITY OF SAN DIEGO, municipal corporation in the County of San Diego, State of California, hereinafter called the City, WITNESSETH:

The State, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the City to be paid, kept and performed, as by these presents, does grant, demise and let unto the City all that certain real property located in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

All that portion of the tide lands hereinafter described located on the Bay of San Diego at the foot of Twenty-eighth Street, in the City of San Diego, County of San Diego, State of California, known as the Naval Reserve Reservation, or Naval Reserve Armory and Wharf, bounded and described as follows:

Beginning at a point where the west line of Twenty-eighth Street extended southerly intersects the mean high tide line of the Bay of San Diego, which point is South 0° 31' east 130 feet from the southwest corner of Twenty-eighth and Colton Streets; thence south 16° 00' west 524 feet; thence west 74° 00' west 140 feet; thence south 16° 00' west 260 feet; thence south 74° 00' east 140 feet; thence south 16° 00' west 488.4 feet to a point on the United States Bulkhead line of the Bay of San Diego; thence south 56° 54' east 209.26 feet along said bulkhead line to a point north 56° 54' west 84.9 feet from Station 111 on said Bulkhead line; thence north 16° 00' east 1308.7 feet to an intersection with the mean high tide line of the Bay of San Diego; thence along said mean high tide line north 66° 44' west 201.6 feet to the point of beginning.

To have and to hold the said premises, with the appurtenances thereto, unto the said City from the first day of February, 1927, for and during the full term of five (5) years then next ensuing, yielding and paying therefor unto the State the sum of six dollars (\$6.00) for the first six months of said term of five (5) years, payable to the State upon the execution and delivery to the City of this written Lease, and thereafter the sum of twenty-five (\$25.00) Dollars per month for the balance of said term of five (5) years, payable in advance upon the first day of each and every month of the balance of said five (5) year term; provided, always, nevertheless, that if the rent above reserved shall be in arrears or unpaid on the day of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants herein contained on the part of behalf of said City, to be paid, kept or performed, then and from thenceforth it shall and may be lawful for the said State to enter upon said premises and to re-possess the same.

And as a further and additional consideration for the granting, demising and letting of the above described tidelands to the City by the State, the City promises and agrees, that within six months after the City is given possession of said premises under the terms of this Lease, the City will have made the necessary repairs and replacements to the pier on said tidelands to make it safe and ~~said~~ usable and provide a safe and adequate approach to the buildings located on said tidelands.

And the said City does hereby covenant and agree to and with said State that said City shall and will yearly and every year during said term pay or cause to be paid the said State the said rent on the day and in the manner hereinabove provided. Said City further covenants and agrees not to assign this lease or to permit any other persons to take possession of said premises, and that upon the last day of said term, or other sooner determination of this lease, said City shall and will peacefully and quietly surrender and yield up unto the said State the said premises in as good state and condition as the same are now or may be put in to, reasonable use and wear thereof, and damage by the elements excepted; provided, however, that it is expressly understood and agreed herein by said State and said City that any improvements put upon said premises by said City, and all buildings and structures of every kind or character erected upon said premises by said City at the end of the term of this lease may be removed by said City and taken away from said premises.

It is further expressly understood and agreed by and between the State and the City that in the event that the title of said State in and to the said lands shall terminate, or in the event that the fee of said lands shall be conveyed to the City by the State, then and in that event this lease shall terminate, and all obligations to pay rent shall cease and be void.

And the said State does hereby covenant and agree to execute and deliver a new lease on the same terms contained herein to the said City covering the above described premises, at the option of the said City, at the expiration of the five year term named herein; and that the said City paying the said rent and performing the covenants and agreements aforesaid shall and may at all times during the said term peacefully and quietly have, hold and enjoy the said premises.

IN WITNESS WHEREOF, the said State through its Agent, The Adjutant General, thereunto authorized, and The City of San Diego by and through a majority of the members of the Board of Playground Commissioners, thereunto first duly authorized, have set their hands the day and year first above written.

(SEAL)

STATE OF CALIFORNIA.
By R. E. MITTELSTAEDT
The Adjutant General
THE CITY OF SAN DIEGO
By HARRIET B. HASKELL
JEROME B. PENDLETON
C. A. Van DUSEN
D. A. ELLSWORTH
MRS. W. A. PRICE

Board of Playground Commissioners

I hereby approve the form of the foregoing Lease this 11 day of January, 1927.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, between The State of California and the City of San Diego, California, being Document No. 201790.

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

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 1 day of January, 1927, by and between THE CITY OF SAN DIEGO, California, a municipal corporation, hereinafter designated the Lessor, and F. C. HOPKINS, 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: That certain tract of land, of the nominal area of one acre, more or less, contiguous to and just 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 and option to The City of San Diego by the San Dieguito Water Company, which lease is on file in the Recorder's office of the County of San Diego, State of California; together with the buildings thereon, commonly known as the Barnett Ranch buildings; EXCEPTING THEREFROM the barn and corral heretofore leased to T. A. Evans and also EXCEPTING THEREFROM the westerly twenty (20) feet and the northerly (30) feet of land adjoining said barn and corral, with the right of ingress and egress.

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 One hundred and Eighty dollars (\$180.00) per year, payable quarterly 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 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 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 fees.

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.
F. C. HOPKINS,
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 F. C. Hopkins and the City of San Diego, California, being Document No. 209810.

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

By Helen M. Willig Deputy.

S U P P L E M E N T A L A G R E E M E N T F O R E A S E M E N T A N D R I G H T O F W A Y.

THIS AGREEMENT, made and entered into this 6th day of September, 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 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 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 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 15191, 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 371.00 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 waterpipe 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
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 29th day of October, 1927, before me, W. E. STEVENS, 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.

(SEAL) W. E. STEVENS
My Commission Expires Notary Public in and for the County of San Diego,
Sept. 14, 1931. State of California.

I hereby approve the form of the foregoing Agreement this 6 day of September, 1927.
FRANK M. DOWNER, JR., Deputy City Attorney.

RECORDED AT REQUEST OF City Clerk DEC. 27 1927 at 50 Min. past 12 o'clock A.M., In Book No. 1415 Page 170 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 Supplemental Agreement between Bruce Waring, et uc., and the City of San Diego, California, being Document No. 211808.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, as Principal and Indemnity Insurance Co. of North America, a corporation organized and existing under and by virtue of the State of Pennsylvania, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND FIFTY Dollars (\$3050.00), 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 18th day of November, 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 outfall and overflow sewer across the property of the United States Marine Corps Base, 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)

H. H. PETERSON, Principal
INDEMNITY INSURANCE CO. OF NORTH
AMERICA
Surety.
By GORDON L. EBY, Attorney-in-fact.

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

On this 18th day of November in the year one thousand nine hundred and twenty seven before me, Blanche P. Matson, a Notary Public in and for the County of San Diego personally appeared Gordon L. Eby, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the INDEMNITY INSURANCE CO. OF NORTH AMERICA, and acknowledged to me that he subscribed the name of the Indemnity Insurance Co. of North America thereto as principal, and his own name, as Attorney-in-fact.

(SEAL)

BLANCHE P. MATSON
Notary Public in and for the county of San Diego,
State of California.

I hereby approve the form of the within Bond, this 18 day of Nov. 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 21st day of November, 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.

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 Indemnity Insurance Company of North America, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 NINETY Dollars (\$6090.00), 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 18th day of November, 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 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 an outfall and overflow sewer across the property of the United States Marine Corps Base, in the City of San Diego, California,

and for the
In accordance with the plans and specifications referred to in said 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 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)

H. H. PETERSON, Principal.
INDEMNITY INSURANCE CO. OF NORTH AMERICA.
By GORDON L. EBY, Attorney-in-fact.

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

On this 18th day of November in the year one thousand nine hundred and twenty-seven before me Blanche P. Matson, a Notary Public in and for the County of San Diego, personally appeared Gordon L. Eby known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the INDEMNITY INSURANCE CO. OF NORTH AMERICA, and acknowledged to me that he subscribed the name of the Indemnity Insurance Co. of North America thereto as principal, and his own name, as Attorney-in-fact.

(SEAL)

BLANCHE P. MATSON
Notary Public in and for the county of San Diego
State of California.

I hereby approve the form of the within Bond, this 18 day of November, 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 21st day of November, 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 18th day of November, 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. 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 an outfall and overflow sewer across the property of the United States Marine Corps Base, in the City of San Diego, according to the plans and specifications therefor on file in the Office of the City Clerk of said City under Document No. 213606.

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

24" concrete pipe sewers, including trench and backfill complete,	
per linear foot, - - - - -	\$ 3.95
Standard concrete manholes, complete, each, - - - - -	90.00
Special concrete manhole No. 370, complete, - - - - -	150.00
Special concrete manhole No. 374, complete, - - - - -	150.00
Concrete cradles, per linear foot, - - - - -	1.15
Extra Class "A" concrete, including necessary excavation, per cubic foot, - - - - -	1.50

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 120 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the 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:

24" concrete pipe sewers, including trench and backfill complete,	
per linear foot, - - - - -	\$ 3.95
Standard concrete manholes, complete, each, - - - - -	90.00
Special concrete manhole No. 370, complete, - - - - -	150.00
Special concrete manhole No. 374, complete, - - - - -	150.00
Concrete cradles, per linear foot - - - - -	1.15
Extra Class "A" concrete, including necessary excavation, per cubic foot, - - - - -	1.50

said payments to be made as follows: The Superintendent of Streets shall, at the end of each thirty 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 Superintendent of Streets 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 Superintendent of Streets 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 Superintendent of Streets of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of 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 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 Superintendent of Streets, as unfair he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in 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 said 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. McMULLLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SIEPERT

Members of the Common Council.

H. H. PETERSON,

Contractor.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract this 17 day of Nov., 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 H. H. Peterson and the City of San Diego, California, being Document No. 214968.

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

By Helen M. Willig Deputy.

A C C E P T A N C E

San Diego, California,
November 25, 1927.

The undersigned, Harry H. Milender, hereby accepts all the terms and conditions of that certain lease to W. F. Steigerwald, under Document No. 201347, transferred to him by the terms of Ordinance No. 11305, approved September 19th, 1927.

P.O. Box 576, La Jolla

HARRY A. MILENDER.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Acceptance of Lease of Harry H. Milender.

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

By Helen M. Willig Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 19th day of December, 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 R. A. TUFFLEY, of the City of San Diego, California, hereinafter called "Lessee", WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) by the Lessee in hand paid to the Lessor, receipt of which is hereby acknowledged, and in consideration of the performance by the Lessee of the covenants and agreements hereinafter contained, the Lessor has leased and let, and by these presents does lease and let unto the Lessee, his heirs and assigns, the lands hereinafter described, with the sole and exclusive right to the Lessee 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 Lessee of said lands held by him under this lease shall be sole and exclusive, excepting only that the Lessor shall have the right to use said lands or 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 Lessee 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 Lot 1781 and the West one-half (W 1/2) of Pueblo Lot 1780 of the Pueblo Lands of The City of San Diego.

The Lessee shall hold said lands with the appurtenances, for the period of three (3) years from the date hereof, and so long thereafter, not exceeding fifteen (15) years in the aggregate, as oil, gas, asphaltum, or other hydrocarbon substances are produced thereon in quantities deemed paying quantities by the Lessee, and the Lessee hereby leases from the Lessor the above described lands for the purposes and term aforesaid, and upon the conditions and considerations hereinafter set forth.

I.

The Lessee, in consideration of the premises, does hereby covenant and agree as follows:

(a) That he will commence the drilling of a well for oil on the premises hereby leased within ninety (90) days 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 Lessee, 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 Lessee 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 he 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 he may deem profitable, and will use such additional strings of tools as may be justified by the character and extent of production.

(c) That he will continuously pump and operate each well drilled by him on said premises while and so long as such well produces oil in paying quantities; that he will prosecute the work herein authorized to be conducted and carried on by him in such manner as to interfere as little as possible with the agricultural, grazing or other uses to which said lands 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 reasonably careful conduct in the carrying on of the operations herein contemplated.

(d) That he will bury and cover all pipe lines that he 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 he will pay to the Lessor, at the times and in the manner hereinafter specified, the following royalties, to-wit:

(1) A sum of one-eighth (1/8) of the market price of all oil produced and saved by him from said premises.

(2) If natural gas from said premises is sold by Lessee for cash, he will pay to the Lessor one-eighth (1/8) of the proceeds received by him therefor, less the cost of gathering and delivering such gas. In the event all or a part of the consideration received by him for such natural gas is in the form of gasoline extracted therefrom, the gasoline so received by Lessee 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 Lessee's vendee and all or any part of the proceeds of such sale is paid to Lessee, he will pay to Lessor one-eighth (1/8) of the proceeds so received by him. If all or any part of such dry gas is returned to Lessee and afterwards sold by him, Lessee will pay to Lessor one-eighth (1/8) of the proceeds received by it from such sale, less the cost incurred by him in selling and delivering such dry gas.

If casinghead gasoline is extracted by Lessee from the natural gas produced from said premises and sold and delivered by Lessee at the plant where extracted, he 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 Lessee removes such gasoline from such plant and uses or sells same elsewhere he 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 Lessee of gasoline from the natural gas produced from said premises, and dry gas resulting therefrom is saved and sold, Lessee will pay to the Lessor one-eighth (1/8) of the proceeds received by him from the sale thereof, less the costs incurred by him 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 Lessee 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 Lessee 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. Lessee 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 Lessee to erect and/or maintain any plant for the treatment of any oil produced from said premises.

(g) That he 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 he 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 Lessee shall not be required to account to the Lessor for, or to pay rent or royalty on oil, gas or water produced by the Lessee from the premises and used by him in his operations hereunder, but may use such oil, gas and water free of charge.

(h) That he 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 Lessee 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 Lessee until an executed original or certified copy of such conveyance or assignment is filed with the Lessee, together with the postoffice address of the grantee or assignee.

(i) That he will pay to the Lessor for any damage done by him to the land, growing crops, trees, and other property of the Lessor, which may be occasioned by the operations of the Lessee 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 he will, in the execution of said works herein provided for, furnish and provide at his 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 him undertaken, together with all labor necessary therefor.

(k) That he will at all times hold Lessor harmless from any damage or liability to any third person by reason of the operations conducted by him upon said leased premises.

(l) That he will not suffer any lien or liens to be filed for labor or materials done or furnished by or for him during the continuance of this lease, and that if such lien or liens be filed, he will defend the same at his own cost and expense and hold said Lessor harmless therefor, and that he will pay any final judgment which may be entered therein or any judgment the execution of which shall not be stayed by proper undertaking within thirty (30) days after entry thereof, or in default of such payment or defense, he will repay to said Lessor any counsel fees, costs and damages incurred by him in reasonable account, for defense of such action, or the amount of any 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, he 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 executed and deliver to the Lessor a good and sufficient quitclaim deed, acknowledging and evidencing such termination according to the fact. The Lessee 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 him to be performed, the said Lessee shall have and is 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, he shall have the right to retain any or all wells being drilled or producing oil in quantities deemed paying quantities by him 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 he shall continue to produce oil in said paying quantities. The wells so retained shall be held subject to all the conditions and terms 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, he 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 Twenty-five Dollars (\$25.00) to surrender up, terminate and cancel this lease, either in whole or in part. If the Lessee 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 Lessee 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 Lessee of his obligations to make any payments herein provided for which are then due and payable and/or to pay and discharge all claims against him for labor and materials done and furnished by or for him 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 Lessee; to enter upon the leased premises and inspect Lessee's works, tanks, and appliances; and to examine, gauge 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 therefor, any or all improvements placed upon said leased premises by the Lessee, 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 Lessee to commence the drilling of the first well within the time herein specified, this lease shall ipso facto and without notice cease and terminate; upon the failure of the Lessee 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 Lessor, this lease shall terminate, and upon the failure of the Lessee 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 Lessee has 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 Lessee of said premises, not required or used by the Lessee, in his 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 Lessee, 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 Lessee in his 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 Lessee has no control, shall severally be taken and deemed as sufficient cause for delay to the extent that he necessarily delays 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 cents (\$0.75) or less per barrel, that circumstances shall ipso facto suspend the obligations of the Lessee to commence or to continue the drilling of wells and/or operation of producing wells, but the obligation of the Lessee to continuously operate producing wells may be suspended if and for such period only as Lessee or owners of adjoining property 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 Less at 945 Seventh Street, 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 Lessee 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 Lessee upon the leased premises not so surrendered.

(f) Upon the termination of this lease, for any cause, Lessee shall have the right for ninety (90) days after such termination within which he may remove from said premises all tools, machinery, fixtures and appliances of every kind placed thereon or therein by him 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 Lessee 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 the Lessee 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 Lessee 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 Lessee's 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 Lessee whether this lease be of record or not.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said Lessee has hereunto subscribed his name, the day and year in this lease 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.

Lessor.

R. A. TUFFLEY,

Lessee.

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

I hereby approve the form of the foregoing Lease, this 6 day of October, 1927.

JAS. E. O'KEEFE, City Attorney.

By FRANK M. DOWER, JR., 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 R. A. Tuffley, being Document No. 216720.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS INDENTURE, made in duplicate this 27th day of December, 1927, between HELLER'S INC., 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 party, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises known and described as No. 3053 Imperial Avenue, in the City of San Diego, County of San Diego, State of California, for the term of two (2) years and nine (9) months, commencing on the first day of January, 1928, and ending on the 30th day of September, 1930.

Yielding and paying therefor during the term thereof the total sum of \$1170.00, lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: Thirty Dollars (\$30.00) per month for the first nine (9) months of said term; Thirty-five Dollars (\$35.00) per month for the next twelve (12) months of said term; and Forty Dollars (\$40.00) per month for the last and remaining twelve (12) months of said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenants and agrees to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a public library, 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, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect;

2. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessee shall be permitted to install, change or remove any fixtures, including lighting fixtures, partitions, shelving, counters and bookcases which it may desire so to do, and may make any alterations or improvements upon or in the interior of said premises that may be necessary and proper for the purposes for which said premises are leased; and that any fixtures, including lighting fixtures, partitions, shelving, counters or bookcases installed by the Lessee shall not become the property of the Lessor; and that the Lessee shall upon the termination of this lease and the surrender

of said premises be permitted to remove the same; 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 shall permit, damage by the elements alone excepted;

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

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall at the option of the Lessor become null and void;

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

6. That the Lessor shall, at his own charge and expense, keep the walls, roof and exterior portions of said premises in good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof, including plate glass in the front of the building on said premises.

7. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account;

8. That the said Lessor shall furnish and pay for the water used by the Lessee on said premises.

IN WITNESS WHEREOF the Lessor and the Lessee have executed these presents in duplicate the day and year first hereinabove written.

(SEAL)

HELLERS INC.

MILTON F. HELLER, Vice Pres. & Secretary.

Lessor.

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

JAS. E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assistant City Attorney.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Lease, this 23 day of December, 1927.

JAS. E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and copy of Lease, between the City of San Diego, California, and Hellers Inc., being Document No. 217134.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wilgig Deputy.

MODIFICATION AND AMENDMENT OF CONTRACT.

WHEREAS, that certain agreement made and entered into on July 6th, 1926, by and between H. O. DUERR, doing business under the name and style of THE SAN DIEGO DISPOSAL COMPANY, and THE CITY OF SAN DIEGO, a municipal corporation, and which contract is contained in Document No. 189999, on file in the office of the City Clerk of said City, does not in every particular express the true intention and meaning of said parties; and

WHEREAS, it is the desire of said parties to so amend said contract as to make it conform to the intention of said parties at the time of the execution of said contract;

NOW, THEREFORE, it is agreed by and between said 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, that that certain contract heretofore on, to-wit, the 6th day of July, 1926, entered into between the said parties, and which contract is contained in Document No. 189999, on file in the office of the City Clerk of said City, may be, and the same is hereby modified and amended to read as follows:

" CONTRACT.

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 hereby agreed by and between the parties hereto that the party of the first part will accept, transport, carry away and dispose of all rubbish, trash and garbage, including dead animals and street sweepings, collected by The City and delivered by said City to the first party's Hopper at the Plant at the foot of Eighth Street, in The City of San Diego.

It is further agreed that the City will collect, and deliver free of charge to the party of the first part, at the place hereinabove described, all city refuse, consisting of all rubbish and trash, but not including garbage, collected within a radius of five (5) miles of the Plaza at Fourth and Broadway, except that hereinafter specified, to be disposed of by the party of the first part, 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, and the City agrees to pay for such disposal 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 garbage and street sweepings which may be delivered by said City to said location

hereinabove specified, and said City agrees to pay for such disposal the sum of two dollars (\$2.00) for each load.

Said party of the first part further agrees to transport, carry away and dispose of any and all dead animals which may be delivered by said City to the location hereinabove specified, and said City agrees to pay for such disposal the following sums, to-wit: The sum of two dollars (\$2.00) for each carcass of either a horse or a cow. The sum of ten cents (10¢) per head for the carcasses of all small animals.

A load of trash shall not exceed twenty (20) cubic yards, or average more than thirty-eight hundred pounds (3800) in weight. A load of garbage shall not exceed three (3) tons average weight. And a load of street sweepings shall not exceed two (2) tons average weight.

The City hereby reserves the right at any time it may elect to take over the reclamation and sale of rags, paper and scrap iron.

It is further agreed that the party of the first part shall provide hoppers of sufficient capacity, and shall operate said hoppers in such manner as to allow trucks to discharge such loads as are collected in the usual and ordinary course at any reasonable time, without unreasonable delay.

Said party of the first part shall have the right to request delivery of loads offered by the City at a point other than the location hereinabove specified, and in that event the first party waives any charge for the disposal of such loads; provided, however, that this shall not apply to a period of one week, to be selected out of each year by the first party, to be used for the purpose of repairing or reconditioning the barge used for taking said material out to sea.

It is understood that all rubbish handled by barge shall be taken a sufficient distance out to sea, so that debris will not wash back upon the beaches in the immediate vicinity.

This contract shall be in force for a period of ten (10) years from and after the execution thereof.

In the event that said party of the first part shall fail to faithfully perform each and all of the terms of this contract, as above outlined, it is expressed understood and agreed by and between the parties hereto that the Common Council of said City shall have the right to cancel this contract, or that said City may take over and operate the plant of said first party on its own account and pay for the said plant at its appraised value, to be determined by appraiser appointed by the Superior Court of the State of California, in and for the County of San Diego, less any amount due and owing to the City.

This contract shall be in full force and effect from and after the first day of December, 1927.

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

IN WITNESS WHEREOF, 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 an ordinance authorizing such execution, this 29th day of December, 1927.

H. O. DUERR

doing business under the name and style of THE SAN DIEGO DISPOSAL COMPANY,

Party of the first part.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

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 foregoing Modification and Amendment of Contract, this 12 day of December, 1927.

JAS. E. O'KEEFE, City Attorney
By FRANK M. DOWNER, JR., Deputy
Dep. City Atty.

Manager of Operation.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modification and Amendment of Contract, between the City of San Diego, California and San Diego Disposal Co. Being Document No. 217308.

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

By Helen M. Willyg 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 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 29th day of December, 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 MISSION BOULEVARD, in said City, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, in Mission Beach, 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 and General Manager.

(SEAL)

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 within and foregoing Bond, this 30th day of December, A.D. 1927.

JAMES E. O'KEEFE,
City Attorney of the City of San Diego, California.
By F. McCLENNEGHAN, Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 43910, passed and adopted on the 19th day of December, 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.
(SEAL) By FRED W. SICK, Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 3rd day of January, 1928, 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, of the following work, to-wit:

The furnishing of electric current for the lighting of the thirty-seven (37) 600-candle power lamps on bracket arms attached to the poles between the street railway tracks on MISSION BOULEVARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, 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 17th day of August, 1927, to-wit, to and including the 16th day of August, 1929.

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 for Mission Beach Lighting District No. 2", filed October 1, 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 seven hundred and ninety-nine and 20/100 dollars (\$799.20), 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 thirty-one hundred and ninety-six and 80/100 dollars (\$3196.80), 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. 2 Fund."

And it is further mutually agreed that no part or portion of said sum of \$3196.80 shall be paid out of any other fund than said special fund designated as "Mission Beach 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 \$3196.80.

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said 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 \$799.20, 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 and General Manager
THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI

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

I hereby approve the form of the foregoing Contract, this 30th day of December, 1927.

JAMES E. O'KEEFE, City Attorney
By F. McCLENNEGHAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between The City of San Diego, California, and the San Diego Consolidated Gas and Electric Company, being Document No. 217456.

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

By Helen M. Wilby Deputy.

L E A S E

THIS INDENTURE, made in duplicate this 3rd day of January, 1928, between JACK REAVIS, 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 sublet unto the party of the second part as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises at the southwest corner of Second and G Streets, in the City of San Diego, County of San Diego, State of California, numbered as 666 Second Street; being a portion of that certain building located on Lots L and K in Block 91 of Horton's Addition to said City. The premises hereby leased consist of a space in said building approximately 32 x 75 feet, to be used by the said Lessee for the purposes of a court room for the term of one year commencing on the 1st day of January, 1928, and ending on the 31st day of December, 1928.

Yielding and paying therefore during the term thereof the sum of nineteen hundred and fifty dollars (\$1950.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: One hundred and fifty dollars (\$150.00) per month for the first six months of said term; and one hundred and seventy-five dollars (\$175.00) per month for the remaining six months of said term.

PROVIDED, that this lease shall, at the option of the said Lessee, be extended for an additional period of one year from said 31st day of December, 1928, upon the same terms and conditions as herein contained, save and except that the rental of the said premises during such second year shall be twenty-one hundred dollars (\$2100.00), payable monthly in advance at the rate of one hundred and seventy-five dollars (\$175.00) per month. PROVIDED, further, that the Lessee, in event it shall desire to exercise said option for an additional one-year term, shall give to the Lessor a written notice thereof not less than thirty (30) days prior to the expiration of the term of this lease.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a City Justice's Court and purposes connected therewith, 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, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect;

2. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessee shall be permitted to install and remove any fixtures and make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and that any fixture, equipment or partitions installed by the Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of installation of such fixtures or partitions. And that the Lessee shall, after the termination of this lease, surrender the premises to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted;

3. If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered ^{tenantable} by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; that in case the premises are so damaged as not to require a termination of this lease as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; PROVIDED, however, that if the damage of said premises shall be wholly or chiefly confined to the fixtures of partitions installed therein, the Lessee shall not be relieved from payment of rent; PROVIDED, further, that in no event shall the Lessor be required to repair damage to fixtures or partitions installed in said premises and removable by said Lessee as herein provided;

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall at the option of the Lessor become null and void;

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

6. That the Lessor shall at his own charge and expense keep the walls, roof and exterior portions of said premises in good repair, but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof;

7. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account;

8. That the said Lessee shall pay for all the water used by it upon said premises.

IN WITNESS WHEREOF the Lessor and the Lessee have executed these presents in duplicate the day and year first hereinabove written.

JACK V. REAVIS, Lessor.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

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.

CONSENT BY OWNER TO THE FOREGOING
SUBLEASE.

I, M. TREPTE, owner of the premises described in the foregoing lease, do hereby consent to the making of said lease by Jack V. Reavis to The City of San Diego, upon the terms and conditions set forth therein.

Dated this 3rd day of January, 1928.

M. TREPTE.

I hereby approve the form of the foregoing Lease, this 22 day of December, 1927.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, between Jack Reavis and the City of San Diego, California, being Document No. 217498.

ALLEN H. WRIGHT,

City Clerk of the City of the City of San Diego, California.

By Helen M. Willis Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of January, 1928, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and F. R. SAWDAY and O. V. SEXSON, doing business under the firm name and style of SAWDAY & SEXSON, hereinafter called the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees the following described property in The City of San Diego, County of San Diego, State of California, to-wit:

The east half of Pueblo Lot 1295; all of Pueblo Lot 1294, and all of Pueblo Lot 1293, of the Pueblo Lands of The City of San Diego; for a term commencing November 14th, 1927, to and including the 13th day of November, 1928, at a rental for said period of Two hundred fifty dollars (\$250.00), 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 City of San Diego.

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

The said Lessees do 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 Lessees 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 Lessees, paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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.

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 Lessees have hereunto subscribed their names the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.
Lessor.
F. R. SAWDAY, By G.S.
O. V. SEXSON, Lessees.

I hereby approve the form of the within Agreement of Lease, this 12th day of November, 1927.

JAS. E. O'KEEFE, 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 Lease, between The City of San Diego, California, F. R. Sawday and O. V. Sexson, being Document No. 217730.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

L E A S E

THIS INDENTURE, made in duplicate this 27th day of December, 1927, between J. W. LINDSAY and C. F. WELLS, hereinafter called the Lessors, 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 parties of the first part, as Lessors, do hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take as Lessee those certain premises known and described as No. 648 Second Street, in the City of San Diego, County of San Diego, State of California, consisting of a space of approximately 30' x 100' therein, to be used by the said Lessee for the purpose of a garage, for the term of one (1) year, beginning on the first day of January, 1928, and ending on the 31st day of December, 1928.

Yielding and paying therefor during the term thereof the sum of Fifteen Hundred Dollars (\$1500.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments of One Hundred Twenty-five Dollars (\$125.00) per month.

PROVIDED, that this lease shall, at the option of the said Lessee be extended for an additional period of one year from said 31st day of December, 1928, upon the same terms and conditions as herein contained, provided further that the Lessee, in the event it shall desire to exercise said option for an additional one year term, shall give to the Lessors a written notice thereof not less than thirty (30) days prior to the expiration of the term of this lease.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns hereby covenant and agree to and with the Lessors, their representatives and assigns, fully to observe, keep and perform:

1. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a garage and purposes connected therewith, without the written consent of the Lessors first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, the Lessor may re-enter and re-let the premises, and this lease, by such unauthorized act, shall become void if the Lessors shall so determine and elect;

2. It is understood and agreed that the Lessors at their own charge and expense shall immediately erect a partition inclosing the space hereby leased, and install therein a suitable wash rack and gasoline storage tank. That the Lessee shall be permitted to install and remove any other or additional fixtures and equipment or make any additional alterations or improvements in said leased space that may be necessary or desirable for the purposes for which the same are leased, and that any such fixtures or equipment installed by said Lessee

shall not become the property of the Lessors, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same; and that the Lessee shall at the termination of this lease surrender the premises to the Lessors in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted;

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

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall at the option of the Lessors become null and void;

5. That the Lessors shall at their own charge and expense keep the walls, roof and exterior portions of said premises in good repair, but that said Lessors shall not be required to make any repairs or alterations in the interior of said premises except as hereinabove stipulated. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

6. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessors may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account;

IN WITNESS WHEREOF the Lessors and the Lessee have executed these presents in duplicate the day and year first hereinabove written.

CHAS. F. WELLS

J. W. LINDSAY

Lessors

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 lease, this 23 day of December, 1927.

JAS. E. O'KEEFE, City Attorney,

By H. B. DANIEL

Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Lindsay & Wells for Garage for Police Department, being Document No. 217143

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California,

By Helen M. Willy Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That H. H. JOHNSTON, 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, 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 hundred thirty Dollars (\$2230.00), 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 4th day of January, 1928.

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. Johnston, 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 and paving of Woolman Avenue, in the City of San Diego, California, between Boundary Street and 40th Street, and the construction of curbs, sidewalks and gutters along the said street, between said points; 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:

H. H. JOHNSTON

Principal

PACIFIC INDEMNITY COMPANY, Surety,

By E. J. HAMMOND

Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO. ss.

On this 4th day of January in the year one thousand nine hundred and 28, before me, F. B. Blake, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. J. Hammond, 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 E. J. Hammond 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.

(SEAL) F. B. BLAKE
Notary Public in and for San Diego County, State of California.
My Commission Expires July 7, 1931.

I hereby approve the form of the within Bond, this 4th day of January, 1928.

JAMES E. O'KEEFE
City Attorney.

By H. B. DANIEL
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of January, 1928.

VIRGILIO BRUSCHI
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 H. H. JOHNSTON, 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 one hundred fifteen (1,115) Dollars (\$1,115.00), 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 4th day of January, 1928.

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 grading and paving of Woolman Avenue, in the City of San Diego, California, between Boundary Street and 40th Street, and the construction of curbs, sidewalks and gutters along the said street, between said points; 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. JOHNSTON
Principal.

PACIFIC INDEMNITY COMPANY,
By E. J. HAMMOND

(SEAL)

Attorney-in-Fact.

I hereby approve the form of the within Bond, this 4th day of January, 1928.

JAMES E. O'KEEFE
City Attorney

By H. B. DANIEL
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of January 1928.

VIRGILIO BRUSCHI
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.

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO, ss.

On this 4th day of January in the year one thousand nine hundred and 28, before me, F. B. Blake a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. J. Hammond, 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 E. J. Hammond 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.

(SEAL) F. B. BLAKE
Notary Public in and for San Diego County, State of California.
My Commission expires July 7, 1931.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of January, 1928, 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. JOHNSTON, 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 grading and paving of Woolman Avenue, in the City of San Diego, California, between Boundary Street and 40th Street, and the construction of curbs, sidewalks and gutters along the said street, between said points; all in accordance with the plans and specifications on file in the office of the Purchasing Agent of The City of San Diego; a copy of which said plans and specifications is attached hereto, 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:

Excavation, per cubic yard, fifty (50) cents;
 Embankment, per cubic yard, sixty (60) cents;
 Six-inch cement concrete pavement, per square foot, twenty (20) cents;
 Sidewalk, per square foot, twenty (20) cents;
 Curb, per lineal foot, sixty (60) cents;
 Six-inch cast iron water pipe, per lineal foot, one and 75/100 dollars (\$1.75);
 18" reinforced concrete pipe M. S., per lineal foot, three dollars (\$3.00).

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 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:

Excavation, per cubic yard, fifty (50) cents;
 Embankment, per cubic yard, sixty (60) cents;
 Six-inch cement concrete pavement, per square foot, twenty (20) cents;
 Sidewalk, per square foot, twenty (20) cents;
 Curb, per lineal foot, sixty (60) cents;
 Six-inch cast iron water pipe, per lineal foot, one and 75/100 dollars (\$1.75);
 18" reinforced concrete pipe M. S., per lineal foot, three dollars (\$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 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 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 and Superintendent of Streets of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of 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 subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the City Engineer or Superintendent of Streets as unfair he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record and ruling.

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

IN WITNESS WHEREOF, this contract is executed by 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

L. C. MAIRE

FRANK W. SEIFERT

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk,

By FRED W. SICK

Deputy.

H. H. JOHNSTON

Contractor

ATTEST:

MARY ANDERSON

I hereby approve the form of the foregoing Contract this 4th day of January, 1928.

JAMES E. O'KEEFE

City Attorney

By H. B. DANIEL

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H. H. Johnston for paving Woolman Avenue between Boundary Street and 40th Street, under Document No. 217789.

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

By *August M. Johnston* Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That EDGAR F. HASTINGS, 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 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-eight hundred forty Dollars (\$6840.00), 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 7th day of January, 1928.

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 Edgar F. Hastings 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, construction and completion of one (1) Fire Station, to be located on lots 2 and 3, block 155, Middletown, 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:

EDGAR F. HASTINGS

Principal

PACIFIC INDEMNITY COMPANY

Surety

By E. J. HAMMOND

Attorney-in-Fact

(ATTEST)

MARY ANDERSON

(SEAL)

STATE OF CALIFORNIA,
County of San Diego. ss.

On this 7th day of January in the year one thousand nine hundred and 28, before me, F. B. Blake, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, E. J. Hammond, 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 E. J. Hammond 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.

F. B. BLAKE

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

My Commission Expires July 7, 1931.

(SEAL)

I hereby approve the form of the within Bond, this 9th day of January, 1928.

Jas. E. O'Keefe

City Attorney

By H. B. DANIEL

Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of January, 1928.

VIRGILIO BRUSCHI

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 EDGAR F. HASTINGS, 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 Three thousand four hundred twenty Dollars (\$3420.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of January, 1928.

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 erection, construction and completion of one (1) Fire Station, to be located on Lots 2 and 3, Block 155, Middletown, 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.

EDGAR F. HASTINGS

Principal

(ATTEST)

MARY ANDERSON

PACIFIC INDEMNITY COMPANY

By E. J. HAMMOND, Surety
Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,
County of San Diego, ss.

On this 7th day of January in the year one thousand nine hundred and 28, before me, E. B. Blake, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. J. Hammond 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 E. J. Hammond 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.

F. B. BLAKE

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

(SEAL)

I hereby approve the form of the within Bond, this 9th day of January, 1928.

JAS. E. O'KEEFE,

City Attorney,

By H. B. DANIEL

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of January, 1928.

VIRGILIO BRUSCHI

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.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 9th day of January, 1928, 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 EDGAR F. HASTINGS, 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, construction and completion of one (1) Fire Station, to be located on lots 2 and 3, block 155, Middletown, in the City of San Diego, County of San Diego, State of California; all in accordance with the plans and specifications attached hereto, 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 thirteen thousand, six hundred seventy-six dollars (\$13,676.00).

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 120 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the 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, six hundred seventy-six dollars (\$13,676.00); 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 Architects appointed by 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 Architects 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
L. C. MAIRE
FRANK W. SEIFERT

Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk
By FREE W. SICK
Deputy.

(ATTEST) MARY ANDERSON

EDGAR F. HASTINGS
Contractor

I hereby approve the form of the foregoing Contract this 9th day of January, 1928.

JAS. E. O'KEEFE

City Attorney.

By H. B. DANIEL

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edgar F. Hastings for constructing Fire Station in Middletown, under Document No. 217985.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California,

By

Helen M. Willig

Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 16th day of January, 1928, by and between THE CITY OF SAN DIEGO, acting by and through a majority of the members of its Common Council, pursuant to Ordinance No. 11293 passed and adopted September 13, 1927, hereinafter knows as the City, and F. G. WHEATON, hereinafter known as the Lessee, WITNESSETH:

That the City has demised and let, and by these presents does demise and let unto the said F. G. WHEATON, the following described real estate in San Diego County, State of California, belonging to The City of San Diego, to-wit:

Commencing at the southwest corner of Section 31, Township 14 South, Range 1 East, S. B. M., running thence in a northerly direction following the westerly line of said Section 31, a distance of 208 feet; thence at right angles, parallel to the southerly line of said Section 31, a distance of 208 feet to a point; thence in a southerly direction at right angles, a distance of 208 feet to an intersection with the southerly line of said Section 31; thence in a westerly direction following the southerly line of said Section 31, to the point of beginning; EXCEPTING therefrom that portion occupied by County Highway Road known as Julian Road 3-A.

This lease is for a period of two years from and after the 15th day of September, 1927; and the City reserves as rental for the said premises, and the lessee agrees to pay, the sum of twelve dollars (\$12.00) per year, payable annually in advance.

The demised premises are to be used for the purposes of a gas and oil station only, and the lessee covenants and agrees that he will promptly remove all buildings and equipment at the expiration of the term of this lease, and will surrender the demised premises promptly and peaceably to the said City.

This lease is not assignable nor transferable without the consent of the Common Council of The City of San Diego, 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

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

DEPUTY.

F. G. WHEATON

Lessee

I hereby approve the form of the foregoing Lease, this 1 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 to F. G. Wheaton of certain City Lands, being Document No. 218141.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Helen M. Willig

Deputy.

L E A S E

THIS INDENTURE, made in duplicate, this 16th day of January, 1928, between SAMUEL SUTCLIFFE, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises located on lots 1 and 2, Block 74, Ocean Beach, known and described as 1951 Abbott Street, in The City of San Diego, County of San Diego, State of California; the premises hereby leased to be used by the said Lessee as Police Headquarters; for the term of one year commencing on the first day of January, 1928, and ending on the 31st day of December, 1928.

Yielding and paying therefor during the term thereof the sum of four hundred twenty dollars (\$420.00), lawful money of the United States, payable in advance on the first day of each and every month during said term, in sums or payments of thirty-five dollars (\$35.00) per month.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenants and agrees to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than Police Headquarters and purposes connected therewith, 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 reenter and re-let the premises, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

2. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessee shall be permitted to install and remove

any fixtures and make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and that any fixture, equipment or partitions installed by the Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of the installation of such fixtures or partitions; 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 shall permit, damage by the elements alone excepted.

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

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.

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

6. That the Lessor shall, at his own charge and expense, keep the walls, roof and exterior portions of said premises in good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

7. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

8. That the said Lessor shall furnish and pay for the water used by the Lessee on said premises.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents in duplicate the day and year first hereinabove written.

SAMUEL SUTCLIFFE
Lessor
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. MCMULLEN
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 Lease, this 7th day of January, 1928.
JAMES E. O'KEEFE
City Attorney.
By H. B. DANIEL
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Samuel Sutcliffe, for the Ocean Beach Police Sub-Station, being Document No. 218162.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Wilzig Deputy.

L E A S E.

THIS INDENTURE, made in duplicate, this 16th day of January, 1928, between WM. STONE, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises known and described as No. 1035 Prospect Street, in La Jolla, in The City of San Diego, County of San Diego, State of California, together with a parcel of land 20 x 25 feet in the rear of said premises known and described as No. 1035 Prospect Street, upon which the Lessee may erect a garage; the premises hereby leased to be used by the said Lessee as Police Headquarters; for the term of one year commencing on the first day of January, 1928, and ending on the 31st day of December, 1928.

Yielding and paying therefor during the term thereof the sum of four hundred twenty dollars (\$420.00), lawful money of the United States, payable in advance on the first day of each and every month during said term, in sums or payments of thirty-five dollars (\$35.00) per month.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than Police Headquarters, and purposes connected therewith, 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, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

2. It is understood and agreed that the Lessee shall be permitted to erect a garage on the parcel of land 20 x 25 feet, in the rear of the building on said premises hereby leased, and to install and remove any fixtures and make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and that said garage and any such fixtures or equipment installed by said Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of the installation of such fixtures or partitions; 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 shall permit, damage by the elements alone excepted.

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

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.

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

6. That the Lessor shall, at his own charge and expense keep the walls, roof and exterior portions of said premises in good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

7. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

8. That the said Lessor shall pay for all the water used by the Lessee on said premises.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents in duplicate the day and year first hereinabove written.

WILLIAM STONE
Lessor.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. MCMULLEN
L. C. MAIRE
Members of the Common Council.

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

I hereby approve the form of the foregoing Lease, this 7th day of January, 1928.

JAMES E. O'KEEFE
CITY ATTORNEY
By H. D. DANIEL
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Wm. Stone for Police Station at La Jolla, being Document No. 218266.

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

By Helen M. Willey Deputy

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 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 five Dollars (\$205.00), 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 12th day of January, 1928.

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 lithograph and furnish to The City of San Diego six hundred eighty (680) 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.

NEUNER CORPORATION
M. C. NEUNER, PRES.
Principal

(SEAL) ATTEST:
E. W. MASON
Secty.

THE AETNA CASUALTY AND SURETY COMPANY
By M. A. ABBOTT
Resident Vice-President
ATTEST: F. X. SCHOEFER
Resident Assistant Secretary

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

On this 12th day of January, in the year nineteen hundred 28, before me, Irma C. Swain, 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 the Resident Vice-President and F. X. SCHOEFER, 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) IRMA C. SWAIN
Notary Public in and for said Los Angeles County,
State of California.

I hereby approve the form of the within Bond, this 13th day of January, 1928.

JAMES E. O'KEEFE
City Attorney
By H. B. DANIEL
Deputy City Attorney.

and the construction of all other appurtenances necessary or incidental to the construction of a municipal air port; as particularly described in Sections One and Two of said Ordinance No. 11322, calling said Special Election.

There shall be six hundred eighty (680) of said bonds issued, six hundred forty (640) of which shall be of the denomination of one thousand dollars (\$1000.00) each, and forty (40) of which shall be of the denomination of two hundred fifty dollars (\$250.00) each. Said bonds shall be numbered from One (1) to six hundred eighty (680), both inclusive, as follows: Beginning with "No. 17," the two hundred fifty dollar (\$250.00) denominations shall be given each seventeenth number, as "No. 17," "No. 34," "No. 51," etc., to and including "No. 68.," and the one thousand dollar (\$1000.00) denominations shall be given the remaining numbers, to and including "No. 679," and omitting the numbers given as above provided for the two hundred fifty dollar (\$250.00) denominations. The order of payment shall begin with the smallest numbered bonds, and they shall be paid, sixteen (16) one thousand dollar (\$1000.00) bonds, and one (1) two hundred fifty dollar (\$250.00) bond, annually, until all of said bonds shall have been paid.

The money derived from the sale of these bonds shall be paid in and kept in a separate fund, which shall be known as "Municipal Air Port Bond Fund."

The said bonds and the coupons thereof shall be in substantially the following form:

"UNITED STATES OF AMERICA,
STATE OF CALIFORNIA,
THE CITY OF SAN DIEGO.

No.

MUNICIPAL IMPROVEMENT BOND,
MUNICIPAL AIR PORT BOND FUND,
SPECIAL ELECTION NOVEMBER 22, 1927.

KNOW ALL MEN BY THESE PRESENTS, That The City of San Diego, a municipal corporation of the State of California, acknowledges itself indebted for value received, and hereby promises to pay to bearer ----- DOLLARS on the first day of January, 19--, with interest thereon from the date hereof until said principal sum is paid, at the rate of four and one-quarter per cent. (4-1/4%) per annum, payable semi-annually, on the first days of July and January of each year on the presentation and surrender of the respective coupons hereto annexed as they severally become due, both principal and interest of this bond being payable in lawful money of the United States of America, at the office of the Treasurer of said City, or at the East River National Bank of New York City, or any branch of the Bank of Italy in California, at the option of the holder hereof.

This bond is issued for the purpose of acquiring funds with which to pay for the acquisition, construction and completion of a Municipal Air Port on the tide lands of the Bay of San Diego, between Laurel Street and the U. S. Marine Base, in The City of San Diego, as particularly specified in Sections one and two of Ordinance No. 11322, of the ordinances of The City of San Diego, adopted by the Common Council of said City on the 6th day of October, 1927, and issued under and pursuant to, and in full compliance with the Act of the Legislature of the State of California which became a law February 25, 1901, and amendments thereof, authorizing the incurring of indebtedness by cities for municipal improvements, and the Charter of said City, and the Constitution and other laws of said State, and in full compliance with certain ordinances and proceedings of the Common Council of said City.

It is further certified, recited and declared that all the acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this bond have existed, happened and been performed in due time, form and manner as required by law; that this issue of bonds has been authorized by the vote of two-thirds of the duly qualified electors of said City voting thereon at a Special Election duly and regularly called and held in said City on the 22nd day of November, 1927; and that the amount of this bond, together with all other indebtedness of said City does not exceed any limit prescribed by the Constitution of said State, or by any statute or law thereof; and that before the issuance of this bond provision has been duly made as required by the Constitution and laws in that behalf for the collection of an annual tax sufficient to pay the interest on such indebtedness as it falls due, and also to constitute a sinking fund for the payment of the principal thereof on or before maturity and within forty years from the date of this bond.

The full faith and credit of said The City of San Diego are hereby irrevocably pledged for the punctual payment of the principal and interest of this bond.

IN WITNESS WHEREOF, said The City of San Diego has caused this bond to be signed by the Mayor and Treasurer of said City, and countersigned by the Clerk thereof, and attested by the corporate seal of said City hereto attached, and this bond to be dated the first day of January, A. D. 1928.

Mayor of The City of San Diego,
California.

Treasurer of The City of San Diego,
California.

Countersigned:

City Clerk of The City of San Diego,
California.

INTEREST COUPON
MUNICIPAL AIR PORT BOND FUND.

BOND NO.

INTEREST COUPON NO.

SPECIAL ELECTION NOVEMBER 22, 1927.

On the first day of _____, 19____, The City of San Diego, California, on presentation of this coupon at the office of the Treasurer thereof, or at the East River National Bank of New York City, or any branch of the Bank of Italy in California, will pay to bearer _____ Dollars, in lawful money of the United States, for semi-annual interest on above bond.

Treasurer of The City of San Diego,
California."

Section 2. Said bonds shall be made payable to bearer, in lawful money of the United States, and shall bear interest in like lawful money from the date of said bonds until paid, at the rate of four and one-quarter per cent. (4-1/4%) per annum, and shall be paid on presentation and demand at the office of the City Treasurer of The City of San

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(SEAL) ATT
By ALLEN H.
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FRED W. SIC
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ORDINANCE NO. 11443

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CERTAIN CITY BONDS.

Whereas, in pursuance of a resolution of the Common Council of The City of San Diego, California, entitled, "Resolution No. 43147, A Resolution declaring and determining that the public interest and necessity of The City of San Diego demand the acquisition, construction and completion of certain municipal improvements necessary and convenient to carry out the objects, purposes and powers of the municipality, the cost of which will be too great to be paid out of the ordinary annual income and revenue of the municipality, and reciting the estimated cost of the proposed public improvements," which resolution was passed by the Common Council on the 3rd day of October, A.D., 1927, by a two-thirds vote thereof; and Whereas, in pursuance of Ordinance No. 11322 of the ordinances of The City of San Diego, entitled, "An Ordinance calling a special election in The City of San Diego, California, and submitting to the voters thereof propositions for the incurring of a bonded indebtedness," which said ordinance was passed and adopted by the Common Council, by a two-thirds vote thereof, on the 6th day of October, A.D., 1927, by which said ordinance there were submitted to the qualified voters of The City of San Diego certain propositions for the incurring of a bonded indebtedness by said City, for the purposes set forth in said Resolution No. 43147; and Whereas, at the special election held in said City in pursuance of said Ordinance No. 11322, on the 22nd day of November, A.D., 1927, the following proposition received the votes of two-thirds of all the voters voting on such proposition at said election:

"PROPOSITION ONE.

Shall The City of San Diego incur a bonded indebtedness of six hundred fifty thousand dollars (\$650,000.00) for the acquisition, construction and completion of a Municipal Air Port on the tide lands of the Bay of San Diego, between Laurel Street and the U. S. Marine Base, in said City, consisting of the filling in of said tide lands with dredged material to be taken from the bottom of the Bay of San Diego, and the construction of bulkheads, drains, sewers, roads and buildings thereon, and the surfacing and lighting thereof, and the construction of all other appurtenances necessary or incidental to the construction of a municipal air port; all as more particularly and in detail set forth on that certain map contained in Document No. 209563, on file in the office of the City Clerk of said City, entitled, "Map showing work to be done on Harbor under proposed bond issue—Municipal Airport, etc.," and as contained in that certain communication from the Harbor Commission of said City, contained in Document No. 208422, on file in the office of the City Clerk of said City, entitled, "Communication from Harbor Department regarding estimates and plan for Harbor Improvements under proposed Bond Issue?"

Now, Therefore, in order to carry into effect the determination of the voters of said City, as expressed at said Special Election:

Be It Ordained By the Common Council of The City of San Diego, as follows:

Section 1. That bonds of said City to the amount of six hundred fifty thousand dollars (\$650,000.00) shall be issued for the acquisition, construction and completion of a Municipal Air Port on the tide lands of the Bay of San Diego, between Laurel Street and the U. S. Marine Base, in said City, consisting of the filling in of said tide lands with dredged material to be taken from the bottom of the Bay of San Diego, and the construction of bulkheads, drains, sewers, roads and buildings thereon, and the surfacing and lighting thereof, and the construction of all other appurtenances necessary or incidental to the construction of a municipal air port; as particularly described in Sections One and Two of said Ordinance No. 11322, calling said Special Election.

There shall be six hundred eighty (680) of said bonds issued, six hundred forty (640) of which shall be of the denomination of one thousand dollars (\$1000.00) each, and forty (40) of which shall be of the denomination of two hundred fifty

dollars (\$250.00) each. Said bonds shall be numbered from One (1) to six hundred eighty (680), both inclusive, as follows: Beginning with "No. 17," the two hundred fifty dollar (\$250.00) denominations shall be given each seventeenth number, as "No. 17," "No. 34," "No. 51," etc., to and including "No. 680," and the one thousand dollar (\$1000.00) denominations shall be given the remaining numbers, to and including "No. 679," and omitting the numbers given as above provided for the two hundred fifty dollar (\$250.00) denominations. The order of payment shall begin with the smallest numbered bonds, and they shall be paid, sixteen (16) net thousand dollars (\$1000.00) bonds, and one (1) two hundred fifty dollar (\$250.00) bond, annually, until all of said bonds shall have been paid.

The money derived from the sale of these bonds shall be paid in and kept in a separate fund, which shall be known as "Municipal Air Port Bond Fund."

The said bonds and the coupons thereof shall be in substantially the following form:

UNITED STATES OF AMERICA.
STATE OF CALIFORNIA.
THE CITY OF SAN DIEGO.

No. _____
MUNICIPAL IMPROVEMENT BOND
MUNICIPAL AIR PORT BOND
FUND.

Special Election November 22, 1927.
Know All Men by These Presents, That The City of San Diego, a municipal corporation of the State of California, acknowledges itself indebted for value received, and hereby promises to pay to bearer

_____ Dollars on the first day of January, 19____, with interest thereon from the date hereof until said principal sum is paid, at the rate of four and one-quarter per cent. (4 1/4%) per annum, payable semi-annually, on the first day of July and January of each year on the presentation and surrender of the respective coupons hereto annexed as they severally become due, both principal and interest of this bond being payable in lawful money of the United States of America, at the office of the Treasurer of said City, or at the East River National Bank of New York City, or any branch of the Bank of Italy in California, at the option of the holder hereof.

This bond is issued for the purpose of acquiring funds with which to pay for the acquisition, construction and completion of a Municipal Air Port on the tide lands of the Bay of San Diego, between Laurel Street and the U. S. Marine Base, in The City of San Diego, as particularly specified in Sections One and Two of Ordinance No. 11322, of the ordinances of The City of San Diego, adopted by the Common Council of said City on the 6th day of October, 1927, and issued under and pursuant to, and in full compliance with the Act of the Legislature of the State of California which became a law February 25, 1901, and amendments thereof, authorizing the incurring of indebtedness by cities for municipal improvements, and the Charter of said City, laws of said State, and in full compliance with certain ordinances and proceedings of the Common Council of said City.

It is further certified, recited and declared that all the acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this bond have existed, happened and been performed in due time, form and manner, as required by law; that this issue of bonds has been authorized by the vote of two-thirds of the duly qualified electors of said City voting thereon at a Special Election duly called and held in said City on the 22nd day of November, 1927; and that the amount of this bond, together with all other indebtedness of said City does not exceed any limit prescribed by the Constitution of said State, or by any statute or law thereof; and that before the issuance of this bond provision has been duly made as required by the Constitution and laws in that behalf for the collection of an annual tax sufficient to pay the interest on such indebtedness; and that a sinking fund for the payment of the principal thereof on or before maturity and within forty years from the date of this bond.

The full faith and credit of said The City of San Diego are hereby irrevocably pledged for the punctual payment of the principal and interest of this bond.

In Witness Whereof, said The City of San Diego has caused this bond to be signed by the Mayor and Treasurer of said City, and countersigned by the Clerk thereof, and attested by the corporate seal of said City hereto attached, and this bond to be dated the first day of January, A. D. 1928.

Mayor of The City of San Diego.
California.

Treasurer of The City of San Diego, California.

Countersigned:
City Clerk of The City of San Diego, California.

INTEREST COUPON
MUNICIPAL AIR PORT BOND
FUND.

Bond No. _____ Interest Coupon No. _____
Special Election November 22, 1927.

On the first day of _____, 19____, The City of San Diego, California, on presentation of this coupon at the office of the Treasurer thereof, or at the East River National Bank of New York City, or any branch of the Bank of Italy in California, will pay to bearer

_____ Dollars, in lawful money of the United States, for semi-annual interest on above bond.

Treasurer of The City of San Diego, California.

Section 2. Said bonds shall be made payable to bearer, in lawful money of the United States, and shall bear interest in like lawful money from the date of said bonds until paid, at the rate of four and one-quarter per cent. (4 1/4%) per annum, and shall be paid on presentation and demand at the office of the City Treasurer of The City of San Diego, or at the East River National Bank of New York City, or any branch of the Bank of Italy in California, at the option of the holder thereof.

The said bonds shall be dated on the first day of January, A.D. 1928, and shall become due in the order of their numbering, and to the amount hereinabove provided, on the first day of January, of each year, until all of said bonds shall have been paid. Interest on said bonds shall become due and payable semi-annually on the first day of July and the first day of January, of each year. Said bonds shall each contain the promise of The City of San

Diego, to pay the amount thereof, with interest, as above said, at the time and in the manner above specified, and shall refer to the election authorizing the issuance of such bonds and the purpose for which such indebtedness is incurred.

The amount of the principal of each bond shall be printed upon the face thereof in large figures and with ink of different color than that of which the body is printed, and it shall be certified in such bond that all the conditions and requirements of any ordinance of said City, the Charter thereof, and the General Laws of the State of California, touching the incurring of such indebtedness, by a municipal corporation, have been fully complied with.

There shall be attached to each bond one coupon for each semi-annual payment of interest accruing thereon, which coupons shall be so arranged to come due, one in each six months until and including the maturity of the principal specified in such bond. Each coupon shall have printed on it the number of the principal bond to which it is attached, and the name of the fund in the aid of which the bond is issued, and such number and name shall be printed in larger type and different colored ink than the body of the coupon, and such coupons shall in addition be numbered from one (1) consecutively up to the last.

Section 3. The Mayor of said City, the City Treasurer and the City Clerk of said City are each hereby authorized and directed for and on behalf of, and as the act and deed of the City, to sign, in his official capacity, each and every of said bonds substantially in the form hereinbefore provided, and the Clerk is in addition directed to affix the corporate seal of said City to each of said bonds, and such signing and sealing shall constitute and is hereby declared to be a sufficient and binding execution of each and every of said bonds by the City. The City Treasurer is also authorized and directed to sign his name as Treasurer of said City to each and every of the coupons attached to each respective bond; provided, that it shall be a sufficient signature of all of such coupons if the signature of the Treasurer is printed upon such coupons, and the signing of the said coupons by the City Treasurer in the manner and form aforesaid shall constitute and be a sufficient and binding execution of each and every of said coupons by said City.

Section 4. For the purpose of paying the principal on said bonds as they shall come due, and the interest thereon as such interest shall accrue, the legislative branch of said City shall, at the time of fixing the general tax levy and in the manner provided by law, levy and collect each year, until such bonds are paid, or until there shall be a sum in the treasury of said City, set apart for that purpose, sufficient to meet all that is due on said bonds, principal and interest on any of said bonds, a tax sufficient to pay the annual interest on such bonds and also such part of the principal thereof as shall become due before the time of fixing the next general tax levy. Said taxes shall be levied and paid in addition to any other tax levied for municipal purposes, and shall be collected at the same time and in the same manner as other municipal taxes are collected, and shall be used for no other purpose than the payment of said bonds and accruing interest.

Section 5. There is hereby established a sinking fund, to be kept by the Treasurer of The City of San Diego for the fund provided in Section One of this ordinance, and the proceeds of the taxes levied as aforesaid shall be paid into such sinking fund as soon as the same shall be collected, and shall remain in such sinking fund until required for the payment of the principal and interest to be made upon said bonds and coupons. When the respective payments of principal and interest of said bonds and coupons shall fall due the Treasurer of said City is authorized and directed to pay out of the moneys in said fund the respective sums of principal and interest as they shall fall due, on each several bond and coupon, as demand shall be made therefor and upon the surrender of such bond and coupon.

Section 6. Said bonds shall be sold, and in the following manner, to-wit:

The City Clerk shall, when so directed by the Common Council, cause notice to be published in the official paper of said City for ten (10) days previous to the date of sale herein-after mentioned, to the effect that sealed bids for the purchase of the whole or any part of such bonds as may be determined by the Common Council, will be received at his office until eleven o'clock A.M. of the day of the meeting of the Common Council next following the completion of such notice, and that said bonds will be sold to the highest bidder or bidders thereof by the Common Council of The City of San Diego, and that the same shall not be sold for less than par. Each bid shall be accompanied by a check certified by a responsible bank, equal to one per centum (1%) of the amount of the bid payable to the City Treasurer of said City, as a guaranty and assurance that the bidder will take so much of said bonds as he shall bid for, and will pay the price bid therefor, should the bonds be awarded to him.

The Common Council shall consider such bids as may have been offered, and shall sell bonds to the highest bidder, provided the right shall be reserved to reject any and all bids.

The successful bidder or bidders shall be required to take so much of said bonds as he shall bid for, and shall be awarded to him by the Common Council, at the rate fixed and upon ten days' notice from the City Clerk that said bonds are executed and ready for delivery. In the event of the failure of any such purchaser to take the amount and number of bonds awarded to him upon his bid by the Common Council for ten days after giving the notice last aforesaid, his check accompanying his bid and the sum for which it is drawn shall be forfeited to the City, and the money shall be paid into the City Treasury.

In the event of the failure of the Common Council to sell said bonds at the time for which bids have been requested as hereinbefore provided, the same may be sold without any further advertisement to any bidder for the best price that can be obtained, but for not less than par, which shall be construed to mean the face of the bond plus accrued interest to the date of delivery.

Section 7. This ordinance shall take effect and be in force on the thirty-first day from and after its passage and approval.

Auditor's Certificate. I Hereby Certify that the appropriation made, or incurred, by reason of the annexed bonds, shall be made or incurred

Common Council of the City of San

VIRGILIO BRUSCHI
S. P. MCMULLEN
L. C. MAIRE

Members of the Common Council

City of San Diego, State of California, OF SAN DIEGO, a municipal corporation of the first part, and hereinafter ON, a corporation, party of the second part, WITNESSETH:

and agreements hereinafter contained after designated to be paid to said City after provided, said contractor hereby and deliver to said City:

bonds, lithographed on Crane's Bond of the denomination of \$1000.00 each, of \$250.00 each. Said bonds shall be beginning with "No. 17," the \$250.00 as "No. 17," "No. 34," "No. 51," etc., to as shall be given the remaining numbers, even as above provided for the \$250.00 bonds as provided in Ordinance No. 11443 of the City of San Diego, and made a

City Attorney, and the color, size and of the City Auditor and the City

be in accordance with the sample bond of the City Clerk of said City.

deliver the material above described

dollars (\$812.50).
said material within 30 days from and to complete said delivery on or before

and delivery of said material by said the faithful performance of all the covenants and agreed upon, and the acceptance, in warrants drawn upon the

lars (\$812.50).
bound by each and every part of this said material, as herein specified. delivered by the contractor to any other party to this contract, so far as The City of San Diego, for any breach of this contract are

es hereto that in no case unauthorized laws in effect in said City, shall be liable for any portion of the contract unless authorized and directed

by The City of San Diego, acting by its City Attorney, under and pursuant to a resolution of the City of San Diego, has caused this contract to be executed, by its proper officers thereof, in the first above written.

CITY OF SAN DIEGO.

VIRGILIO BRUSCHI

S. P. MCMULLEN

L. C. MAIRE

Members of the Common Council

CORPORATION
NEUNER, PRES.
Contractor.

Contract, this 13th day of January, 1928.

E. O'KEEFE

City Attorney

D. DANIEL

Deputy City Attorney.

OF CERTAIN CITY BONDS.

ination of the voters of said City,

y of San Diego, as follows:
sum of six hundred fifty thousand dollars, for the construction and completion of a municipal air port, in said City, between Laurel Street and the U. S. Marine Base, in said City, and the construction of bulkheads, drains, sewers, roads and buildings thereon, and the surfacing and lighting thereof,

Diego, or at the East River National Bank of New York City, or any branch of the Bank of Italy in California, at the option of the holder thereof.

The said bonds shall be dated on the first day of January, A. D. 1928, and shall become due in the order of their numbering, and to the amount hereinabove provided, on the first day of January, of each year, until all of said bonds shall have been paid. Interest on said bonds shall become due and payable semi-annually on the first day of July and the first day of January, of each year. Said bonds shall each contain the promise of The City of San Diego to pay the amount for which it is issued, with interest as aforesaid, at the time and in the manner above specified, and shall refer to the election authorizing the issuance of such bonds and the purpose for which such indebtedness is incurred.

The amount of the principal of each bond shall be printed upon the face thereof in large figures and with ink of a different color than that of which the body of the bond is printed, and it shall be certified in such bond that all the conditions and requirements of any ordinance of said City, the Charter thereof, and the General Laws of the State of California, touching the incurring of such indebtedness by a municipal corporation, have been fully complied with.

There shall be attached to each bond one coupon for each semi-annual payment of interest accruing thereon, which coupons shall be so arranged to come due, one in each six months until and including the maturity of the principal specified in such bond. Each coupon shall have printed on it the number of the principal bond to which it is attached, and the name of the fund in the aid of which the bond is issued, and such number and name shall be printed in larger type and different colored ink than the body of the coupon, and such coupons shall in addition be numbered from one (1) consecutively up to the last.

Section 3. The Mayor of said City, the City Treasurer and the City Clerk of said City are each hereby authorized and directed for and on behalf of, and as the act and deed of the City, to sign, in his official capacity, each and every of said bond substantially in the form hereinbefore provided; and the Clerk is in addition directed to affix the corporate seal of said City to each of said bonds, and such signing and sealing shall constitute and is hereby declared to be a sufficient and binding execution of each and every of said bonds by the City. The City Treasurer is also authorized and directed to sign his name as Treasurer of said City to each and every of the coupons attached to each respective bond; provided, it shall be a sufficient signature of all of such coupons if the signature of the Treasurer is printed upon such coupons, and the signing of the said coupons by the City Treasurer in the manner and form aforesaid shall constitute and be a sufficient and binding execution of each and every of said coupons by said City.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Neuner Corporation for Lithographing Airport Bonds, being Document No. 218269.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California,

By Helen M. Willing Deputy.

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 13th day of January, 1928.

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 f.o.b. California & Grape Streets, 80 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
PHIL A. OLSON, BRANCH MANAGER
Principal.

(SEAL)
(ATTEST)
Subscribed & sworn to before me this
13th day of Jan. 1928.

HARRY G. BOBEY
Notary Public in & for the
County of Los Angeles, State of California.

THE FIDELITY AND CASUALTY COMPANY OF NEW
YORK By WILLIAM J. BENNETT, Attorney
Surety

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

On this 13th day of January, in the year One Thousand Nine Hundred and twenty eight 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 16th day of January, 1928.

JAMES E. O'KEEFE
City Attorney.

By H. B. DANIEL
Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 16th day of January, 1928.

VIRGILIO BRUSCHI
S. P. MCMULLEN
L. C. MAIRE

Members of the Common Council

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of CALIFORNIA, this 13 day of January, 1928, 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 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The furnishing of eighty (80) tons of Sulphate of Alumina. Said material to be delivered two carloads of 80,000 pounds each, f.o.b. City spur track California and Grape Streets, San Diego, California; in accordance with the specifications on file in the Office of the Superintendent of Purchasing Department, 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 AND 65/100 DOLLARS (\$1.65) per 100 pounds (or \$33.00 per ton).

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 _____, 1928. (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 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
Members of the Common Council

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

GENERAL CHEMICAL COMPANY
PHIL A. OLSON, BRANCH MANAGER
Contractor

Subscribed & sworn to before me this
13th day of January, 1928.
HARRY G. BOBEY
Notary Public in and for the County of
Los Angeles, State of California
(SEAL)

I hereby approve the form of the foregoing contract, this 16th day of January, 1928.

JAMES E. O'KEEFE
City Attorney.
By H. B. DANIEL
Deputy 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. 218345.

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

By Helen M. Willig Deputy

UNDERTAKING FOR STREET LIGHTING
SUNSET CLIFFS 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 twelve hundred and ninety dollars (\$1290.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon the following streets in the City of San Diego, California, to-wit:

The southwesterly side of POINT LOMA AVENUE, between the southeasterly line of Sunset Cliffs Boulevard and the northwesterly line of Santa Barbara Street;

ADAIR STREET, between the southeasterly line of Sunset Cliffs Boulevard and the northwesterly line of Santa Barbara Street;

TIVOLI STREET, between the southeasterly line of Devonshire Drive and the northwesterly line of Santa Barbara Street;

GRANGER STREET, between the southeasterly line of Devonshire Drive and the northwesterly line of Novara Street;

OSPREY STREET, between the southeasterly line of Sunset Cliffs Boulevard and the northwesterly line of Novara Street;

ALHAMBRA STREET, between the easterly line of Devonshire Drive and the northwesterly line of Novara Street;

TERRACE STREET, between the easterly line of Devonshire Drive and the northwesterly line of Novara Street;

The southeasterly side of SUNSET CLIFFS BOULEVARD, Between the northerly line of Hill Street and the southwesterly curb line of Point Loma Avenue;

CORDOVA STREET, between the northerly curb line of Hill Street and the southeasterly line of Sunset Cliffs Boulevard;

DEVONSHIRE DRIVE, between the northwesterly line of Novara Street and the southwesterly line of Adair Street;

EBERS STREET, between the northeasterly line of Adair Street and the southwesterly line of Point Loma Avenue;

FROUDE STREET, between the southwesterly line of Point Loma Avenue and the easterly line of Sunset Cliffs Boulevard;

GUIZOT STREET, between the easterly line of Sunset Cliffs Boulevard and the southwesterly line of Point Loma Avenue;

The northwesterly side of NOVARA STREET, between the southeasterly line of Devonshire Drive and the westerly line of Santa Barbara Street;

The northwesterly side of SANTA BARBARA STREET, between the southwesterly line of Point Loma Avenue and the southeasterly prolongation of the southwesterly line of the Alley in Block 8, Sunset Cliffs; and

The northerly side of HILL STREET, between the easterly line of Sunset Cliffs Boulevard and the southerly prolongation of the westerly line of Devonshire Drive, 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 Pres.
Principal.

(SEAL) ATTEST:
M. B. FOWLER
Secretary.

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

(SEAL) ATTEST:
B. J. SCHAEFER
Resident Assistant Secretary
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 19th day of January, in the year nineteen hundred twenty-eight, 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 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 the said San Diego County,
State of California

I hereby approve the form of the foregoing Undertaking this 19th day of January, 1928.

JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44054 passed and adopted on the 3rd day of January, 1928, require and fix the sum of \$1290.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy

CONTRACT FOR STREET LIGHTING.

SUNSET CLIFFS LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 19th day of January, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

THAT WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

The southwesterly side of POINT LOMA AVENUE, between the southeasterly line of Sunset Cliffs Boulevard and the northwesterly line of Santa Barbara Street;

ADAIR STREET, between the southeasterly line of Sunset Cliffs Boulevard and the northwesterly line of Santa Barbara Street;

TIVOLI STREET, between the southeasterly line of Devonshire Drive and the northwesterly line of Santa Barbara Street;

GRANGER STREET, between the southeasterly line of Devonshire Drive and the northwesterly line of Novara Street;

OSPREY STREET, between the southeasterly line of Sunset Cliffs Boulevard and the northwesterly line of Novara Street;

ALHAMBRA STREET, between the easterly line of Devonshire Drive and the northwesterly line of Novara Street;

TERRACE STREET, between the easterly line of Devonshire Drive and the northwesterly line of Novara Street;

The southeasterly side of SUNSET CLIFFS BOULEVARD, between the northerly line of Hill Street and the southwesterly curb line of Point Loma Avenue;

CORDOVA STREET, between the northerly curb line of Hill Street and the southeasterly line of Sunset Cliffs Boulevard;

DEVONSHIRE DRIVE, between the northwesterly line of Novara Street and the southwesterly line of Adair Street;

EBERS STREET, between the northeasterly line of Adair Street and the southwesterly line of Point Loma Avenue;

FROUDE STREET, between the southwesterly line of Point Loma Avenue and the easterly line of Sunset Cliffs Boulevard;

GUIZOT STREET, between the easterly line of Sunset Cliffs Boulevard and the southwesterly line of Point Loma Avenue;

The northwesterly side of NOVARA STREET, between the southeasterly line of Devonshire Drive and the westerly line of Santa Barbara Street;

The northwesterly side of SANTA BARBARA STREET, between the southwesterly line of Point Loma Avenue and the southeasterly prolongation of the southwesterly line of the Alley in Block 8, Sunset Cliffs; and

The northerly side of HILL STREET, between the easterly line of Sunset Cliffs Boulevard and the southerly prolongation of the westerly line of Devonshire Drive;

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 two years from and after the 1st day of October, 1927, to-wit, to and including the 30th day of September, 1929.

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 for Sunset Cliffs Lighting District No. 1", filed October 7, 1927, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of one thousand and twenty-nine and 60/100 dollars, (\$1029.60) 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 four thousand one hundred and eighteen and 40/100 dollars (\$4,118.40), in twenty-four equal month installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of four thousand one hundred and eighteen and 40/100 dollars (\$4,118.40) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 four thousand one hundred and eighteen and 40/100 dollars (\$4,118.40).

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 expenses of said work, other than said sum of one thousand and twenty-nine and 60/100 dollars (\$1029.60), 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
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 January, 1928.

JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
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 on Sunset Cliffs Lighting District No. 1, being Document No. 218729.

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

By Helen M. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING.
SIXTEENTH STREET 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 six hundred and fifty dollars (\$650.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 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; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER Vice Pres.
Principal.

(SEAL) ATTEST:
M. B. FOWLER
Secretary

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

(SEAL) ATTEST:
B. J. SCHAEFER
Resident Assistant Secretary.
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 19th day of January, in the year nineteen hundred twenty-eight, 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 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 foregoing Undertaking this 19th day of January, 1928.

JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44055 passed and adopted on the 3rd day of January, 1928, require and fix the sum of \$650.00 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)

CONTRACT FOR STREET LIGHTING.
SIXTEENTH STREET LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, Made and entered into this 19th day of January, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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, between the southerly curb line of C Street and the southerly line of Sherman's Addition, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Sixteenth Street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of seven months and eighteen days from and after the 13th day of November, 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 for "Sixteenth Street Lighting District No. 1", filed October 7th, 1927, 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 \$513.45, as follows: Seven 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 \$67.56, and one warrant for the sum of \$40.53, to cover the additional eighteen 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 \$2053.83, as follows: Seven 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 "Sixteenth Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$270.24, and one warrant for the sum of \$162.15, to cover the additional eighteen days of said term.

And it is further mutually agreed that no part or portion of said sum of two thousand and fifty-three and 83/100 dollars (\$2053.83) 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 two thousand and fifty-three and 83/100 dollars (\$2053.83).

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 five hundred and thirteen and 45/100 dollars (\$513.45), 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

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 January, 1928.

JAS. E. O'KEEFE

City Attorney.

By ARTHUR L. MUNDO

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 on 16th Street Lighting District No. 1, being Document No. 218730.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wilbig Deputy.

UNDERTAKING FOR STREET LIGHTING.

LOGAN AVENUE 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 Two Hundred and Fifty-five dollars (\$255.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 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 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

By W. F. RABER Vice Pres.

Principal.

(SEAL) ATTEST:

M. B. FOWLER,

Secretary.

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

(SEAL) ATTEST:
B. J. SCHAEFER
RESIDENT ASSISTANT SECRETARY.
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 19th day of January, in the year nineteen hundred twenty-eight, 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 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego
County, State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 19th day of January, 1928.

JAS. E. O'KEEFE
City Attorney
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44057 passed and adopted on the 3rd day of January, 1928, require and fix the sum of \$255.00 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)

CONTRACT FOR STREET LIGHTING.
LOGAN AVENUE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 19th day of January, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 northwestesterly 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, 1927, to-wit, to and including November 15th, 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 Logan Avenue Lighting District No. 1," filed October 7, 1927, 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 and four dollars (\$204.00) 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 eight hundred and sixteen dollars (\$816.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of eight hundred and sixteen dollars (\$816.00) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 and sixteen dollars (\$816.00).

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 two hundred and four dollars (\$204.00), 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

(SEAL) ATTEST:
M. B. FOWLER
Secretary

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. MCMULLEN
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 19th day of January, 1928.

JAS. E. O'KEEFE
 City Attorney.
 By ARTHUR L. MUNDO
 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 on Logan Avenue Lighting District No. 1, being Document No. 218731.

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

By Helen M. Wilbig Deputy.

UNDERTAKING FOR STREET LIGHTING.

San Diego Lighting District No. 3.

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 SEVENTY DOLLARS (\$270.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon TWELFTH STREET, between the southerly line of Market Street and the northerly line of Imperial Avenue; NATIONAL AVENUE, between the easterly line of Twelfth Street and the northwesterly curb line of Sixteenth Street; and the northerly side of IMPERIAL AVENUE, between the northeasterly line of National Avenue and the westerly curb line of Thirteenth Street, in said City, 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 Pres.
 Principal.

(SEAL) ATTEST:
 M. B. FOWLER
 Secretary.

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

(SEAL) ATTEST:
 B. J. SHAEFER
 Resident Assistant Secretary.
 STATE OF CALIFORNIA,) ss.
 COUNTY OF SAN DIEGO,)

On this 19th day of January, in the year nineteen hundred twenty-eight, 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 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.

FRANCES S. BOWERS
 Notary Public in and for said San Diego County, State of California.

(SEAL) I hereby approve the form of the foregoing Undertaking this 19th day of January, 1928.

JAS. E. O'KEEFE
 City Attorney
 By ARTHUR L. MUNDO
 Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44120 passed and adopted on the 9th day of January, 1928, require and fix the sum of \$270.00 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)

CONTRACT FOR STREET LIGHTING

SAN DIEGO LIGHTING DISTRICT NO. 3.

THIS AGREEMENT, made and entered into this 19th day of January, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

TWELFTH STREET, between the southerly line of Market Street and the northerly line of Imperial Avenue;

NATIONAL AVENUE, between the easterly line of Twelfth Street and the northwesterly curb line of Sixteenth Street; and

The northerly side of IMPERIAL AVENUE, between the northeasterly line of National Avenue and the westerly curb line of Thirteenth Street;

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 six months and nineteen days from and after the 13th day of December, 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 for San Diego Lighting District No. 3", filed October 14, 1927, 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 and twelve and 58/100 dollars (\$212.58), as follows: Six monthly warrants duly and properly drawn upon the Street light fund of said City, each of said monthly warrants to be drawn for the sum of \$32.05, and one warrant for the sum of \$20.28, to cover the additional nineteen 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 hundred and fifty and 34/100 dollars (\$850.34), as follows: Six monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as the "San Diego Lighting District No. 3 Fund", each of said monthly warrants to be drawn for the sum of \$128.15, and one warrant for the sum of \$81.44, to cover the additional nineteen days of said term.

And it is further mutually agreed that no part or portion of said sum of eight hundred and fifty and 34/100 dollars (\$850.34) 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 eight hundred and fifty and 34/100 dollars (\$850.34).

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 two hundred and twelve and 58/100 dollars (\$212.58), 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
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 January, 1928.

JAS. E. O'KEEFE
City Attorney
By ARTHUR L. MUNDO
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 on San Diego Lighting District No. 3, being Document No. 218732.

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

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.

STATE STREET 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 TWO HUNDRED AND TWENTY-FIVE DOLLARS (\$225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon STATE STREET, in said City, 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, Vice Pres.
Principal.

(SEAL) ATTEST:
M. B. FOWLER
Secretary.

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

(SEAL) ATTEST:
B. J. SCHAEFER
Resident Assistant Secretary
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

On this 19th day of January, in the year nineteen hundred twenty-eight, 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 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL) I hereby approve the form of the foregoing Undertaking this 19th day of January, 1928.

JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44119 passed and adopted on the 9th day of January, 1928, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING.
STATE STREET LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 19th day of January, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 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 six months and one day from and after the 31st day of December, 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 speci-

cations contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report for State Street Lighting District No. 1", filed October 10, 1927, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of one hundred and seventy-seven and 68/100 dollars (\$177.68), as follows: Six monthly warrants duly and properly drawn upon the Street Light Fund of said City, each of said monthly warrants to be drawn for the sum of \$29.45, and one warrant for the sum of \$0.98, to cover the additional one

day 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 seven hundred and ten and 74/100 dollars (\$710.74), as follows: Six monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as the "State Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$117.80, and one warrant for the sum of \$3.94, to cover the additional one day of said term.

And it is further mutually agreed that no part or portion of said sum of seven hundred and ten and 74/100 dollars (\$710.74) 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 seven hundred and ten and 74/100 dollars (\$710.74).

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 one hundred and seventy-seven and 68/100 dollars (\$177.68), 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
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 January, 1928.

JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the San Diego Gas & Electric Company on State Street Lighting District No. 1, being Document No. 218733.

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

By Helen M. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING.

SIXTH STREET 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 THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$375.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, has entered into 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 work upon the west side of SIXTH STREET, in said City, between the southerly line of Upas Street produced easterly and the southerly line of Lot J, Block 260, Horton's Addition, produced easterly; and upon the south side of SPRUCE STREET, in said City, between the easterly line of Fifth Street and the westerly line of Sixth Street; and upon the east side of FIFTH STREET, between the southerly curb line of Spruce Street and a point 100 feet southerly from the southerly line of Spruce 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 Pres.
Principal.

(SEAL) ATTEST:
M. B. FOWLER
Secretary.

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

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

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 19th day of January, in the year nineteen hundred twenty-eight, 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 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 19th day of January, 1928.

JAS. E. O'KEEFE

City Attorney

By ARTHUR L. MUNDO

Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44121 passed and adopted on the 9th day of January, 1928, require and fix the sum of \$375.00 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)

CONTRACT FOR STREET LIGHTING.

SIXTH STREET LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 19th day of January, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 ten (10) Novalux bracket lamps located on the west side of SIXTH STREET, in said City, between the southerly line of Upas Street produced easterly and the southerly line of Lot J, Block 260, Horton's Addition, produced easterly; and the lighting of four (4) union Metal Mfg. Co., standards No. 1775 located on the south side of SPRUCE STREET, in said City, between the easterly line of Fifth Street and the westerly line of Sixth Street, and on the east side of FIFTH STREET, between the southerly curb line of Spruce Street and a point 100 feet southerly from the southerly line of Spruce Street; together with the maintenance of the posts, bracket arms, 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 two years from and after the 23rd day of December, 1927, to-wit, to and including the 22nd day of December, 1929.

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 for Sixth Street Lighting District No. 1", filed October 14, 1927, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of six hundred and twenty-one and 60/100 dollars (\$621.60), 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 eight hundred and sixty-six and 40/100 dollars (\$866.40), 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 "Sixth Street Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of eight hundred and sixty-six and 40/100 dollars (\$866.40) shall be paid out of any other fund than said special fund designated as "Sixth 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 and sixty-six and 40/100 dollars (\$866.40).

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 expenses of said work, other than said sum of six hundred and twenty-one and 60/100 dollars (\$621.60), 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
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 January, 1928.

JAS. E. O'KEEFE
City Attorney.

By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the Gas Company on 6th Street Lighting District #1, being Document No. 218734.

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

By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY 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 NINE HUNDRED TWENTY-FIVE Dollars (\$925.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of January, 1928.

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 f.o.b. City spur track at California and Grape Streets, San Diego, California:

24,000' - 3/4" copper tubing and
1,000' - 1" " "

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.

WESTERN METAL SUPPLY CO.

By B. B. STARKE
President
Principal

(SEAL) ATTEST
W. C. SHAW, SECY.

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

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

I hereby approve the form of the within Bond, this 24th day of January, 1928.

JAMES E. O'KEEFE
City Attorney

By H. B. DANIEL
Deputy City Attorney

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

On this 24th day of January, in the year nineteen hundred twenty-eight, 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 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL) Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of January, 1928.

VIRGILIO BRUSCHI
S. P. MCMULLEN
L. C. MAIRE
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 30th day of January, 1928, 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 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:

24,000 ft - 3/4" copper tubing and
1,000 ft - 1" copper tubing

All in accordance with Specifications No. 118-a on file in the Office of the City Clerk of said City under Document No. 206360; said copper tubing to be delivered 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:

24,000' - 3/4" copper tubing, 20' lengths, at \$14.85 per 100 feet;
1,000' - 1" " " 20' " " \$18.50 per 100 feet;

Said contractor agrees to begin delivery of said material within sixty (60) days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 1928.

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:

24,000' - 3/4" copper tubing, 20' lengths, at \$14.85 per 100 feet;
1,000' - 1" " " 20' " " \$18.50 per 100 feet.

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
Members of the Common Council.

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

WESTERN METAL SUPPLY CO.
By B. B. STARKE
President
Contractor.

(SEAL) ATTEST:
W. C. SHAW, SECY.

I hereby approve the form of the foregoing contract, this 24th day of January, 1928.

JAMES E. O'KEEFE
City Attorney.
By H. B. DANIEL
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Company for Copper Tubing, being Document No. 218823.

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

By Helena M. Willig Deputy.

LEASE

THIS INDENTURE OF LEASE, made this 30th day of January, 1928, 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. 11492 of the ordinances of The City of San Diego, authorizing the execution of this lease, and GRACE B. DIFFENDORF, hereinafter designates 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' 30" West along the northerly line of said Pueblo Lot a distance of 811.43 feet to a point; thence South 20° 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 1, 1928 and ending on the 31st day of December, 1928, 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
S. P. McMULLEN
L. C. MAIRE
Members of the Common Council.
Lessor

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

GRACE B. DIFFENDORF
Lessee
I hereby approve the form of the foregoing Lease, this 21 day of December, 1927.
JAS. E. O'KEEFE, City Attorney,
By H. B. DANIEL
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Grace B. Diffendorf, being Document No. 218860.

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

By Helen M. Willis Deputy.

LEASE

THIS AGREEMENT, made and entered into this 23rd day of January, 1928, by and between THE CITY OF SAN DIEGO, California, as the lessor, acting by and through the members of the Harbor Commission of said City, pursuant to Ordinance No. 11480 of the Common Council of said City, duly passed and adopted on December 19th, 1927, and J. C. ALLISON, as the lessee,

WITNESSETH:

Section 1. The City of San Diego hereby leases to J. C. Allison, and the latter hereby hires from the former, upon the terms and conditions herein set forth, that certain portion of the Tide Lands of the City of San Diego, particularly described as follows, to-wit:

Lots 1, 2, 3, 4, 5 and 6 of Block 13, Municipal Tide Land Subdivision Tract No. 1.

Section 2. The City so leases and the lessee so hires the demised premises for a term of twenty (20) years from and after the date of this lease; and the lessee agrees to pay and the City to receive rental therefor as follows: For the first five years of the term the rental shall be 1.5 cents per square foot per year for the area of the demised premises; and the subsequent rental shall be negotiated at the end of each five year period; and shall be increased only if and to the extent the business of the lessee, or his assignee, shall warrant, and in no event beyond the following maximum amounts for the area of the demised premises:

2nd five years at a rate of 2.25 cents per sq. ft. per year

3rd " " " " " 3.38 " " " " "

4th " " " " " 5.07 " " " " "

Provided, if the parties hereto are unable to agree on the amount of rental, then the same shall be determined by arbitration, each party selecting one disinterested arbitrator, and the two so chosen selecting a third, and the rent shall be fixed by any two of such three, and shall be binding and conclusive for a period of five years. It is further agreed that all rental shall be paid in advance, in equal monthly installments, on or before the 10th day of each and every month of the term.

Section 3. It is agreed that the demised premises shall be used for warehouse purposes, with the right in the lessee, or his assignee, from time to time to erect and maintain a building or buildings thereon, and to install and operate a high density compress or compresses, with all necessary and convenient equipment; provided, the design of all buildings shall be subject to the approval of the Harbor Commission, and the construction of a warehouse, to cost not less than \$35,000.00, shall be commenced within 90 days, and shall be completed within one year from the date of this lease; subject to the authority of the Harbor Commission to extend the time of commencement for good cause shown.

Section 4. The Lessee agrees in addition to the payment of the rental, above specified, to remove the buildings and equipment of the City now on the demised premises, without any expense to the City, to such point or points as the Harbor Commission may determine, provided the distance does not exceed 1000 feet from the present location.

Section 5. The City agrees that the lessee may assign and transfer this lease to a corporation, to be at any time formed by the lessee for the purpose, among others, of taking over this lease; consent to such an assignment and transfer having been expressly given by the Common Council of said City; but this lease shall not be otherwise assignable or transferable, nor shall any lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council by ordinance duly adopted.

Section 6. The right and privilege is hereby reserved to the Common Council and the people of San Diego by ordinance duly adopted to terminate, change or modify this lease, upon payment to the lessee, or his assignee, of reasonable compensation for all damages occasioned by such termination, change or modification; and there is also reserved to the City the right to remove the buildings, tracks and equipment of the lessee, or his assignee, to a new location, if and whenever the City shall have another similar location on its tidelands available, where the adjacent wharf and shipping facilities are equally as good as those at the demised premises; upon condition that the moving shall be done at the expense of the City, and all buildings, tracks and equipment shall be placed by the City on the new location, in as nearly as is possible, considering depreciation, the same condition, and in the same relative position both as to wharfage, shipping facilities and otherwise, as existed prior to removal. The City shall be put to no expense, however, in respect to loss of business during removal of plant and appurtenances.

Section 7. The City agrees that the lessee, or his assignee, may, at the expiration of this lease, or on the sooner termination thereof by the mutual consent of the lessee and the City, or within a reasonable time thereafter, remove all improvements placed on the demised premises by the lessee, or his assignee; provided, the demised premises are left in an orderly and safe condition. It is understood that rental shall be paid at the rate existing at the expiration or sooner termination of this lease, however, until the land shall have been placed in orderly and safe condition, and accepted by the Harbor Commission or their legal successors.

Section 8. The City further gives to the lessee, or his assignee, the right at any time or times during the term of this lease, and upon the same terms and conditions as are herein above provided, to lease the whole or any part of the following additional tide lands of the City, to-wit:

That portion of Lot 8 lying south of Ash Street; lots 9, 10, 11, 12 and 13 of Block 10; that portion of lot 8 lying south of Ash Street; Lots 9, 10, 11, 12 and 13 of Block 11; and Lots 1, 2, 3, 4, 5 and 6 of Block 12; all in Municipal Tide Lands Subdivision Tract No. 1.

Provided, however, that should the City at any time or times have a bona fide tenant for the property last described, or any parts thereof, to whom the City is willing to lease, then the lessee, or his assignee, must determine whether or not to exercise the above right, as to the particular land which the City has an opportunity and is willing to so lease, within a period of thirty (30) days after written notice thereof from the City.

IN WITNESS WHEREOF, the parties have executed this lease in duplicate, as of the day and year herein first above written.

THE CITY OF SAN DIEGO
Lessor,
By M. A. GRAHAM
W. P. CRONAN
J. C. MCCLURE
Members of the Harbor Commission.

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

J. C. ALLISON
Lessee.

I hereby approve the form of the foregoing Lease, this 17th day of January, 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL
Assistant City Attorney.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 28th day of January, 1928, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. A. Graham, W. P. Cronan and J. C. McClure known to me to be the members of the Harbor Commission of the City of San Diego, a municipal corporation, and known to me to be the persons who executed the within instrument on behalf of said corporation, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal,
at my office in said County, the day and year in this certificate above written.

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

(SEAL)
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this twenty third day of January, 1928, before me, E. Swift Torrance, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. C. Allison, known to me to be the person described in, and whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, at my office in said County, the day and year in this certificate above written.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with J. C. Allison on certain tidelands, being Document No. 218904.

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

By Helen M. Willig Deputy

LEASE.

LEASE.

THIS AGREEMENT, made and entered into this 30th day of January, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 11481 of the ordinances of The City of San Diego, authorizing the execution of this lease, and DEERE & CO., of Moline, Illinois, hereinafter designated as the Lessee, WITNESSETH:

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

the following described property in The City of San Diego, County of San Diego, State of California, to-wit:

All of Pueblo Lot 1314 (excepting roadways) of the Pueblo Lands of The City of San Diego.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for a term of three months, commencing on the 15th day of January, 1928, and ending on the 15th day of April, 1928, at a rental of one hundred fifty dollars (\$150.00) for the full term of said lease, payable in advance.

It is agreed by and between the parties hereto that the above-described land is leased to said Lessee for the purpose of carrying on experimental work demonstrating farm machinery, and for no other purpose; and if said land is used for any other purpose than as herein specified, the said lease may be terminated.

It is further agreed that said Lessee will at all times during the term of this lease keep the roads through said premises open to the public travel.

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.

The Lessee expressly covenants and agrees to render up possession of the demised premises at the expiration of this lease, and to remove from the demised premises any improvements or structures placed thereon by it.

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 subscribed their names on behalf of said City, and the said Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
Members of the Common Council

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

JNO DEERE TRACTOR CO.
Lessee.
By A. H. HEAD
V. P. & Mgr.
JAMES E. O'KEEFE
City Attorney
By H. B. DANIEL
Assistant City Attorney.

I hereby approve the form of the foregoing Lease, this 27th day of January, 1928.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with the Jno. Deere Tractor Co., being Document No. 218960.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE GAMEWELL COMPANY, Newton Upper Falls, Massachusetts, 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 Four thousand eight hundred one Dollars (\$4,801.00), 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 January, 1928.

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 - Cross connecting Gamewell Rack for Circuits.
- 2 - 10 Circuit Gamewell Central Office Boards.
- 1 - Metal Cabinet for Protector Board and 10 circuit and 8 circuit boards now owned by the City.
- 1 - Gamewell Operator's Board.
- 1000 - F. I. P. Battery jars, complete.
- 1 - Metal Cabinet for 4 - 10 circuit charging boards.
- 1 - Power Board.

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.

THE GAMEWELL CO.
V. C. STANLEY PREST.
Principal

(SEAL) ATTEST:
W. C. BERT TREAS.

NATIONAL SURETY COMPANY
Surety
By JOSEPH W. COOPER
Resident Vice President.

(SEAL) ATTEST:
GEORGE E. BROWN
Resident Assistant Secretary

I hereby approve the form of the within Bond, this 30th day of January, 1928.

JAMES E. O'KEEFE
City Attorney
By H. B. DANIEL
Deputy City Attorney.

COUNTERSIGNED AT LOS ANGELES, CALIF.
NATIONAL SURETY COMPANY

By GEO D. MARCY
Its Attorney In Fact.
STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) ss.

On this 23rd day of January in the year one thousand nine hundred and 28, 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)

My Commission expires June 16, 1929.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of January, 1928.

VIRGILIO BRUSCHI

S. P. MCMULLEN

L. C. MAIRE

Members of the Common Council.

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

NATIONAL SURETY COMPANY.

CAPITAL \$10,000,000

CERTIFICATE OF APPOINTMENT OF RESIDENT VICE-PRESIDENT.

KNOW ALL MEN BY THESE PRESENTS, That Joseph W. Cooper has been and is hereby appointed Resident Vice-President of the NATIONAL SURETY COMPANY, at Boston, Massachusetts, and as such Resident Vice-President has full power and authority to sign and execute on behalf of the Company any and all bonds, and all bonds signed by him, when sealed and attested by the Secretary, an Assistant Secretary, or a Resident Assistant Secretary, shall be valid and binding upon the Company as if said bonds had been signed by the Chairman, the Vice-Chairman, the President, or a Vice-President and duly sealed and attested.

Said appointment is made under and by authority of the following By-Law adopted by the Board of Directors of the NATIONAL SURETY COMPANY at the meeting duly called and held on the third day of October, 1922:

"ARTICLE XII. Resident Officers and Attorneys-in-Fact.

"SECTION 1. The Chairman, Vice-Chairman, President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for, and on behalf of the Company, and either the Chairman, Vice-Chairman, President or any other Vice-President, the Board of Directors, or the Executive Committee, may at any time remove any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and revoke the power and authority given them.

"SECTION 2. RESIDENT VICE-PRESIDENTS. - Resident Vice-Presidents shall have power and authority to sign and execute on behalf of the Company any and all bonds, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and to bind the Company thereby as fully and to the same extent as the President could bind it."

IN WITNESS WHEREOF, the NATIONAL SURETY COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 17th day of June A. D. 1926.

NATIONAL SURETY COMPANY,

By J. L. Mee

Vice-President.

(Corporate Seal)
Attest: M. CROOKE
Assistant Secretary.
STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.

On this 17th day of June A. D. 1926, before me personally came J. L. Mee, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the 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 his name thereto by like order.

M. M. MILLER

Notary Public

(Notarial Seal)
STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss:

I, A. E. Schedel, Assistant Secretary of the NATIONAL SURETY company, do hereby certify that the above and foregoing is a true and correct copy of an instrument executed by said NATIONAL SURETY COMPANY which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of New York, this 18th day of January, A. D. 1928.

A. E. SCHEDEL

Resident Assistant
Secretary

(SEAL)

NATIONAL SURETY COMPANY

CERTIFICATE OF APPOINTMENT OF RESIDENT ASSISTANT SECRETARY.

KNOW ALL MEN BY THESE PRESENTS, That George E. Brown has been and is hereby appointed Resident Assistant Secretary of the NATIONAL SURETY COMPANY, at Boston, Massachusetts, and as such Resident Assistant Secretary has power and authority to seal and attest on behalf of the Company any and all bonds and all bonds sealed and attested by him, when signed by the President, a Vice-President, or a Resident Vice-President, shall be as valid and binding upon the Company as if said bonds had been sealed and attested by the Secretary.

Said appointment is made under and by authority of the following By-Law adopted by the Board of Directors of the NATIONAL SURETY COMPANY at the meeting duly called and held on the second day of February, 1909:

"ARTICLE XII. Resident Officers and Attorneys-in-Fact.

Section 1. The President, First Vice-President or any other Vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Company, and either the President, First Vice-President or any other Vice-President, the Board of Directors or the Executive Committee may at any time remove any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact and revoke the power and the authority given him.

Sec. 3. RESIDENT ASSISTANT SECRETARIES.-Resident Assistant Secretaries shall have power and authority to affix the seal of the Company to and attest, on behalf of the Company, any and all bonds recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and to bind the Company thereby as fully and to the same extent as the Secretary could bind it."

IN WITNESS WHEREOF, the NATIONAL SURETY COMPANY has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 9th day of February, A. D. 1921.

NATIONAL SURETY COMPANY.

By U. Slingluff

Vice-President.

(Corporate Seal)

Attest: M. Crooke

Assistant Secretary.

STATE OF NEW YORK,)

COUNTY OF NEW YORK,) ss.

On this 9th day of February, A. D. 1921, before me personally came U. Slingluff, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York; that he is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the 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 his name thereto by like order.

M. M. Miller

Notary Public.

(Notarial Seal)

STATE OF NEW YORK,) ss.

COUNTY OF NEW YORK,)

I, M. E. Murray, Resident Assistant Secretary of the NATIONAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of an instrument executed by said National Surety Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of New York, this 18th day of January A. D. 1928.

M. E. MURRAY

Resident Assistant Secretary

(SEAL)

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of January, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and THE GAMEWELL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - Cross connecting Gamewell Rack for Circuits.
- 2 - 10 Circuit Gamewell Central Office Boards.
- 1 - Metal Cabinet for Protector Board and 10 circuit and 8 circuit boards now owned by the City.
- 1 - Gamewell Operator's Board.
- 1000 - F. I. P. Battery jars, complete.
- 1 - Metal Cabinet for 4 - 10 circuit charging boards.
- 1 - Power Board.

All of said equipment to be in accordance with the specifications attached hereto, marked "Exhibit A," and made a part hereof.

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

- | | |
|---|----------|
| 1 - Cross connecting Gamewell Rack for Circuits - | \$711.00 |
| 2 - 10 Circuit Gamewell Central Office Boards - | 4,150.00 |
| 1 - Metal Cabinet for Protector Board and 10 circuit and 8 circuit boards - | 2,678.00 |
| 1 - Gamewell Operator's Board - | 5,265.00 |
| 1000 - F. I. P. Battery jars, complete, - | 3,150.00 |
| 1 - Metal Cabinet for 4-10 circuit charging boards, - | 2,500.00 |
| 1 - Power Board - | 750.00 |

Said contractor agrees to make complete delivery of said material within 180 working days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 1928.

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:

- | | |
|---|----------|
| 1 - Cross connecting Gamewell Rack for Circuits - | \$711.00 |
| 2 - 10 Circuit Gamewell Central Office Boards - | 4,150.00 |
| 1 - Metal Cabinet for Protector Board and 10 circuit and 8 circuit boards - | 2,678.00 |
| 1 - Gamewell Operator's Board - | 5,265.00 |
| 1000 F. I. P. Battery jars, complete, - | 3,150.00 |
| 1 - Metal Cabinet for 4 - 10 circuit charging boards, - | 2,500.00 |
| 1 - Power Board, - | 750.00 |

said payments to be made as follows:

Upon completion of the said contract, and the acceptance of the equipment 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 equipment thereunder by the Common Council, when on proof that the contract has been fully performed, the balance remaining shall be paid 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 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 attached by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. MCMULLEN

L. C. MAIRE

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK

Deputy.

THE GAMEWELL CO.

V. C. STANLEY PREST.

Contractor

(SEAL) ATTEST:

W. C. BECK TREAS.

I hereby approve the form of the foregoing contract this 30th day of January, 1928.

JAMES E. O'KEEFE

City Attorney.

By H. B. DANIEL

Deputy City Attorney.

"EXHIBIT A."

Terminal and Cross Connecting Board

There shall be provided a terminal and cross connecting board for 88 circuits, consisting of suitable terminal connections mounted upon a slate panel and providing for connections for 88 circuits entering the office and with facilities for connection of 88 circuit wires from the office apparatus and for cross connecting between the office and outgoing wires. A terminal stud shall be provided for each conductor for the office connections and for the outside wires, consisting of brass connection screw firmly fastened in the slate panel and provided with nuts and washers for connection of the circuit wire and cross connection wire. Suitable space shall be provided for fanning cables and for arranging the cross connection wires with bridle rings.

The above terminals shall be mounted in a Monson slate panel 1" thick and of suitable size to contain all the conductors and provide space for fanning and cables.

The panel shall be mounted in an art metal cabinet arranged to mount the switchboard with the lower edge 30" from the floor and with a space of 2' 6" between the switchboard and the wall so as to provide access to the rear of the board at any time. The cabinet shall be provided with suitable doors on the side allowing access to the rear of the panel.

AUTOMATIC STORAGE BATTERY
CONTROLLING SWITCHBOARDS

There shall be two (2) ten-circuit storage battery controlling switchboards.

The switchboards shall be made of the best quality of slate, which shall test free of any foreign material. Said slate shall be one inch thick, and be treated with a waterproof insulating mixture in the best known manner.

The switchboards shall be mounted in an art metal cabinet of suitable design and finish, and provided with all necessary apparatus and devices for operating twenty (20) separate and distinct circuits. The functions of the board shall be as follows:

Adaptability to utilize direct currents of 110, 220 and 500 volts potential; capability to vary the rate of charging from 3/10 to 3/4 of an ampere for each circuit; flexibility of circuits to be connected in many combinations of series, multiple series and parallel; prevention of discharge of batteries into the charging circuit or into each other; prevention of reverse charging of any battery; simultaneous reading of voltage and amperage of either the charging or working circuits; prevention of charging over a maximum rate or charging under a minimum rate for which the board may be set; adjustability of charging rate; shifting of batteries from charging to working, or vice versa, by a single operation; ability to resume charging automatically after any temporary interruption, not operating the tripper.

For proper performance of the above-mentioned functions the switchboard shall have the following apparatus and devices:

A pair of knife switches for controlling the charging circuit of 15 ampere capacity and 500 volt aperture, so mounted that when it swings downward it shall open the charging circuit. The blades of said switches shall be of phosphor bronze and not less than 1/8 of an inch thick, the pivot posts and contact posts being of hard drawn spring copper not less than 1/2" in diameter, and so slotted as to allow the blades to enter with good rubbing contact; the tie-bar shall be of substantial size and the handle shall be of mottled rubber. The entire knife switch shall be strong, well finished and of good workmanship.

There shall be a pair of enclosed plug fuses of proper capacity corresponding to the charging capacity of the switchboard, both sides of the charging current passing through said fuses before reaching the contact posts of charging knife switches.

There shall be a charging rate regulator to prevent the batteries from being charged at either higher or lower rate than the one to which the board may be set. Said regulator shall be simple, efficient and well finished, requiring only a single operation to change the board from one rate to another. The regulator shall be provided with index and pointer.

There shall be a set of switches for controlling the circuits to connect them in series, multiple series or in parallel with each other, and indicators shall be provided near each switch to indicate how each and every circuit is connected in relation to others.

There shall be a charging current regulating rheostat for each circuit, having a total resistance of 300 ohms, and carrying capacity of 3/4 ampere, controlled by seven steps.

There shall be a set of cut-out and polar relays, to control the charging contracts of all the batteries in relation to the charging circuit and its polarity, respectively.

Each charging battery shall have two phosphor bronze contact springs, one for positive and one for negative terminal of each battery. The operation of the cut-out relay armature shall connect the charging current to the battery terminals or disconnect them, as may be required, and the polar relay armature shall control the polarity and prevent the charging current from entering the batteries in a reverse direction. The magnets and armatures of both relays and all contact springs shall be mounted upon one metallic frame, so as to keep reliable and correct relation of their working parts. The frame and all metallic parts shall be properly insulated from current carrying parts. All parts and spectacles shall be of composition bronze, artistic in shape and highly finished. All magnet spools shall be covered with black lacquered tubing. The relays, armatures and contact springs shall be mounted in front of the board, and easily accessible. Said relay armatures shall be so adjusted that overcharging, undercharging, reverse charging and failure of the charging current will cause instant opening of all the battery terminals, thereby preventing any discharge of any of the charging batteries either into the charging circuit or into each other. All the spools of said relays shall be covered with black lacquered tubes to protect them from injury.

Each circuit shall be provided with two glass-enclosed fuses for protection against lightning and heavy currents. The glass tubes containing the fuses shall be 3" long and 5/16" in diameter.

At the end of each tube there shall be connected a composition brass cap, which shall be 1/2" at its largest diameter and taper to a small point at the extreme end. The composition brass caps shall have small holes through the axis of the tubes for inserting wire, and there shall be a slot at the end to solder and bury the fuse; said caps shall be silver plated.

There shall be a Weston round pattern ammeter of one ampere range, and a round pattern 150 volt range voltmeter, both of which shall be fitted into recesses in the board.

There shall be facilities for putting the board in condition to work with any of the following three voltages, namely; 110, 220 and 500; the switches performing these functions to carry a pointer over an index plate indicating the position and voltage for which the board is connected.

Each charging circuit and each working circuit shall be provided with a jack spring or an entrance place to said circuits where an ammeter and voltmeter may be cut in without interrupting the current for simultaneous reading of current and voltage, said jack springs or entrance places being simple, strong and artistic in construction.

Each working circuit shall have a line rheostat of nine steps, each step having 20 ohms resistance; said resistance to be fireproof and to have carrying capacity of one-half ampere.

There shall be a gang-rod mechanically connecting all the battery switches, so as to connect, the newly charged batteries into their respective working circuits and to remove the discharged batteries simultaneously by one movement without disturbing or opening any circuit, and to place all the discharged batteries into the charging circuit with the same operation.

A decorated cast bronze indicator shall be provided to indicate which battery is being charged; i. e., "A" or "B". The gang-bar shall be operated by a crank arm, rack and pinion. The crank arm shall be decorated bronze with mottled rubber handle.

Each battery of each circuit shall be connected to a pair of two step switches for the purpose of connecting to or disconnecting from the working or charging circuits, respectively, as may be desired, without affecting the other batteries charging.

There shall be mounted on this board, terminals which shall be so wired as to be capable of co-operation with a time-limiting device which shall control the actual length of time the board is charging, regardless of total lapse of time. The Board shall be so wired that the absence of this device shall not interfere with any of the operations or functions of the board.

All the apparatus above described for the functions mentioned shall be of first-class workmanship, well-proportioned and durable.

The wiring on the back of the board shall be bunched and distributed to the various instruments and devices on the board.

The wires shall consist of #16 B & S gauge solid, soft-drawn, copper conductors. The conductors shall be insulated to a diameter of not less than 5/32", with a high-grade compound containing not less than 30% by weight of fine dry Hevea rubber, and the rubber insulation shall be protected by a heavy cotton braid thoroughly saturated with a suitable insulating mixture.

All wiring and construction shall be in accordance with the requirements of the National Board of Fire Underwriters.

METAL CABINETS AND PEDESTALS.

There shall be provided the necessary Art Metal cabinets and pedestals for the support of the central office apparatus same to be finished in imitation of Olive Green.

The material used in the construction of the cabinets and pedestals shall be of the best of its specific kind and that best adapted to the special construction for which it is employed.

Unless otherwise stated the material throughout shall be of the best mild steel, pickled and cold-rolled, double annealed and patent leveled, free from scale, buckles and other imperfections. The framing part of the work shall be rolled or formed shapes of mild steel as hereinafter specified.

All gauges herein referred to are U. S. standard.

All steel parts of the work shall be finished as follows:-

The metal shall be thoroughly cleaned, framing parts ground smooth, plate surfaces well sandpapered and the entire product treated to a benzine dip to remove oil and dirt. The metal shall then be coated with two coats of the best baking Japan and baked at a temperature of not less than 225 degrees. The work shall be sandpapered smooth after each baking. The graining colors shall then be applied in an artistic manner. The graining shall be strictly hand work, and shall be baked at a temperature of at least 180 degrees. This shall be followed by one heavy coat of clear baking Copal varnish.

The brass or bronze parts shall be thoroughly well polished or buffed to uniform color and finish and given a heavy spray coat of the best grade lacquer.

The cabinet containing the switchboard shall be made as follows:-

The lower backs shall be removable. Frame for the upper backs shall be formed of angle shapes and these backs shall also be removable and made of #16 gauge steel reinforced with 3/4" angles. The frame for holding same shall be made of angle irons at top and bottom. Base plates at the back shall be backed by steel bar to give offset. Provision for the switchboard shall be made at front and ends in the shape of steel bars forming a backing, capped by rolled steel moulding to cover the top of the board.

Along the entire front and ends of the above steel construction there shall be placed a marble or baseboard of not less than 6" in height by 7/8" thick including the cap moulding.

The uprights of the lower section shall consist of 1 1/4" x 1 1/4" x 3/16" steel tees with diagonal cross bars between them. The top of the lower section shall consist

of #13 gauge steel plate, struck down at the rear to a square shape and supported at the front by wrought brackets of neat scroll design, securely fastened to the plate and to 3" x 1/4" bars set vertically, forming pilasters.

The above-mentioned steel plate shall support a slate shelf not less than 12" in width and 1 1/4" thick, placed at a suitable height from the floor.

The frames for carrying slate or marble slabs in the upper section of the cabinets shall be made of 2 3/4" x 3/16" bars at the intermediates, with 1" square bars between them and 7/8" angles at ends fixed to 2" x 1 1/8" x 3/16" angles. Angles of this latter size will be secured at top and bottom of slate or marble panels for receiving same, supplemented by 7/8" angles fastened to the interior edge of the 2" leg, so as to form a channel.

Frame for carrying the upper removable back shall be formed of 1 1/2" x 3/4" upright channels. Intermediates, faced with 1/2" x 1/4" bars, forming rebates. With channels at the top made up of 2" x 1 1/2" x 3/16" and 1 1/2" x 1 1/2" angles, and frames at bottom of 3/4" angles and #13 gauge plate flanged up forming an angle; uprights shall be removable to permit installing the switchboard panels.

Cornice frieze shall be made of #16 gauge steel, flanged at top and bottom in a channel shape and embellished on the front and ends and rear with steel mouldings or drawn shapes. The top plate of the upper section on which the cornice rests shall be #13 gauge, and the cornice shall be surmounted with a top plate of #18 gauge.

The end uprights shall be formed of #16 steel plates with all edges turned square, showing a 3" face on the front and a 2" face on the rear. The rear face shall extend beyond the line of the back so as to give the pilaster effect, with the cornice broken to correspond.

All parts of the work shall be securely welded, riveted or bolted together, all exposed rivets shall be filed smooth, all joints shall be carefully made and the mitres accurately cut and fitted. All rivets, bolts, welds and screws shall be spaced so as to prevent opening of joints or buckling of plates.

The pedestals shall be provided on the sides with removable doors made of #16 plate, reinforced with 1" x 1" x 3/32" angles, and fitted with bar handles. The door openings shall be formed to receive the doors with 3/4" x 3/4" and 1/2" x 1/2" angles placed vertically, and 5/16" x 1/4" bars, backed by steel plate strips horizontally.

The four sides, except doors, shall be made of #11 gauge plate reinforced at the corners with 1 1/2" x 1 1/2" x 1/4" angles. The openings in the top shall be formed with 2" x 1" channels.

At the base of each pedestal on all four sides there shall be marble sub-bases, consisting of white marble strips, not less than 7/8" thick and 6" high, including cap moulding. Cold rolled steel moulding to be provided on all sides of pedestal to cover the top edge of marble base.

All parts of the work shall be securely riveted, welded, bolted or screwed together. All exposed rivets shall be filed smooth, all joints carefully made and all mitres accurately cut and fitted. The welds, rivets, bolts and screws shall be spaced so as to prevent opening of joints or buckling of plates.

Operator's Desk

There shall be provided an operator's desk equipment for recording and dating all alarms received over the box circuits and transmitted over the primary alarm circuits, together with facilities for transmitting signals manually over the primary and secondary alarm circuits and for telephoning or signaling over any box or alarm circuit and for controlling traffic signal circuits.

The equipment shall be mounted upon a standard art metal desk, 36" high, 60" long, and 36" wide. The recording equipment, combination telephone and signal jacks, and traffic signal switches shall be mounted in an art metal cabinet installed on the top of the desk; and the manual transmitters shall be mounted upon supports so that they are at an angle of 45° from the vertical position for ease of manipulation. The manual signaling keys shall be mounted on top of the desk adjacent to their respective transmitters.

The register and time stamp shall be mounted on the right hand side of the desk and the take-up reel on the left and so arranged that the register tape will be carried across the front of the cabinet in a vertical position so that all signals will be readily visible. The register, time stamp and take-up reel shall be mounted upon marble bases securely fastened to the art metal.

The combination telephone and signal jacks shall be mounted in a marble panel installed in the cabinet at approximately the center portion of the desk.

The twelve traffic signaling switches shall be mounted on a marble panel installed on the front of the cabinet.

Two multiple relays shall be provided for operating the primary and secondary alarm circuits under control of the manual transmitters specified above. These relays shall each have capacity for eight circuits providing for operation of eight primary or eight secondary alarm circuits from either transmitter. There shall be provided for each circuit two flexible contact springs with silver contacts arranged to be normally connected together by a stud with silver contacts mounted upon a common gang rod. This gang rod shall in turn be operated by the armature of the master relay so when the relay is energized the armature will be attracted and cause each circuit to be broken. A clear vision plate glass cover shall be provided for each relay so as to normally protect it from dust and dirt and mechanical injury and shall be easily removed for inspection or adjustment of the relay. The relays shall be mounted on top of the cabinet work on top of the desk.

Spring jack switches shall be provided for control of the individual circuits of the relay so that any circuit may be disconnected from operation of the relay.

A plug and cord shall be provided for use in conjunction with the telephone and signal jacks mounted in the cabinet. The jacks shall be of the normally closed circuit type and the plug and jack shall be so designed that the plug can be inserted or withdrawn without opening the circuit; and insertion of the plug shall cause the manual telegraph key, sounder and telephone set to be connected in series in the circuit.

Telephone equipment shall be provided to be connected in the circuits in series with the above plug as noted above so as to provide for telephoning over any circuit. The telephone equipment shall consist of a standard desk type transmitter and receiver and the necessary condensers, repeating coil, etc. to provide satisfactory telephoning over the circuits.

The sounder shall consist of an effective telegraph sounder mounted on a metal base. The magnets of the sounder shall consist of procelain spools mounted upon Norway iron cores and wound with double silk covered copper wire to a resistance of 30 ohms. The armature base or sounder arm shall be of aluminum and shall be arranged to sound when the armature is retracted. The sounder shall be manufactured of the best grade of material of each type and shall be finished and assembled in the best possible manner.

The traffic signal switches shall be of the cam lever locking type and shall be arranged to provide for operation of the twelve traffic signal circuits. Operation of any of the switches shall cause the current supply to be connected to the respective circuits so as to energize the traffic signal lights and bells which may be connected thereto.

The register shall have a capacity to receive and record signals from all circuits simultaneously. The records shall be punctures of uniform size and shape for each electric impulse, the shape of the punctures to indicate the direction in which the paper travels in order to prevent reverse reading of signals. The puncturing operation shall not separate

any clippings from the paper which might be liable to fall in and about the register.

The register shall be build of composition bronze and steel; no yellow brass shall be used in its construction. The interior shall be rendered thoroughly dust-proof. The side plates shall be not less than 1/4" thick and free from blow holes and other blemishes. All articulated joints shall be high grade steel or part steel and part composition. All pins or screws of working parts shall be made of high grade steel.

All magnets and other current carrying parts shall be thoroughly insulated from the frame. Magnets and puncturing parts shall be easily removable without otherwise dismembering the register. All the circuit connections to the register shall be by continuity springs so that the register may be readily placed in position to receive signals or be removed. All metal parts of the register shall be highly finished and thoroughly lacquered; all screws blued, and set flush in their respective places. The tops and ends of register shall be fitted with removable beveled plate glasses not less than 1/4" thick.

There shall be an adjustable automatic time stamp contact to control the circuit of a time and date stamp. The adjustment shall be such that the date will be printed within the length of space occupied by the punctured signal.

The register shall be capable of feeding out at least 125 feet of paper at one winding of its motive power, said paper to travel approximately at uniform speed adapted for the reception of signals. The register shall be so constructed that new paper may be readily inserted without removing the glasses.

The length of paper to be fed out by the register after the last mark of each signal shall be adjustable from seven inches to thirteen inches as may be desired.

The paper reel shall be carried by a substantial arm which can be locked in perpendicular, 45 degrees of angle or horizontal positions. The paper feeding mechanism shall be so constructed that the paper can be engaged or disengaged at the will of the operator. The register shall have a range of speed which will permit it to receive signals at a maximum rate of 600 impulses per minute, as may be desired.

There shall be furnished one Excelsior time and date stamp for timing and dating signals.

The automatic time and date stamp shall be controlled electrically by a master clock, which shall close an electrical circuit once each minute to energize the time stamp magnet which shall release the detent of the minute wheel to advance it one minute.

There shall be five type wheels of hard rolled brass with engraved figures on their peripheries, mounted on one shaft and aligned parallel to the length of paper, so that time and date may be printed near the edge of the paper.

The time and date stamp shall be so constructed that it can be installed or removed without tearing or removing the paper that may be in service for recording the signals.

All type wheels (except the year wheel) shall have independent motive power obtained from one source, and each unit shall be controlled by the preceding unit; that is, the hour wheel shall be controlled by the minute wheel; the day wheel by the hour wheel; and in addition the day wheel shall be controlled jointly by the month and year wheels so as to automatically indicate short and long months and leap year days.

The mechanism shall be entirely automatic in operation, there being no manual shifting of the dates.

The time and date stamp shall be capable of running not less than sixty hours at one full winding.

The front, top and back of said time stamp shall have beveled plate glasses.

There shall be terminal contacts under the time stamp to rest on continuity springs for the purpose of mounting or removing the time stamp without touching any wires.

There shall be furnished one take-up reel.

The take-up reel frames shall be of cold rolled composition bronze plate, and shall be mounted on handsomely finished black lacquered bases.

The train movement shall be protected by beveled plate glasses on top and two ends of the frame and shall be easily removable.

All exposed steel screws shall be blued and lacquered to prevent rusting.

The shafts shall be made of the best grade of Bessemer steel, turned true and highly polished.

There shall be an automatic locking device to prevent the take-ups from racing should the paper accidentally become torn apart.

There shall be a paper feeder controllable from outside to stop the feeding of paper if desired manually.

The spring shaft shall have a massive bronze winding arm connected by a concealed ratchet clutch to enable the operator to wind the spring by a reciprocal motion, and the act of winding shall not interfere with the working of said take-up reel.

The mechanism shall be of the best grade of material and workmanship. The exposed levers, side plates, wheels, and collars shall be made of composition bronze, grained and lacquered.

All parts shall be handsomely finished and protected in the best known manner from corrosion and tarnish.

There shall be two one-dial four number manual transmitters for the purpose of transmitting alarms. The transmitters shall be arranged to operate on a closed metallic circuit each as follows:

The transmitter dial shall be provided with four selectors which may be manually set to cause transmission of the signal desired and which shall be provided with a suitable spring latch to hold it as set.

A figure 5/16" high shall be exposed thru an opening 3/8" x 1/4" in each selector, to indicate the number selected thereby and these figures shall be embossed on the dial and white enameled.

The mechanism shall be of the pull-wind type so that after being set for the signal desired, a simple operation of the pull shall be all that is necessary to properly wind the mechanism to transmit a complete signal and a moveable stop shall determine the number of rounds for which it may be wound thereby.

The winding handle shall be so arranged that after the mechanism is once wound and released no further manipulation of the pull in any manner whatever shall interfere with the correct and proper operation of the signaling mechanism. The signaling contacts of the transmitter shall be arranged to make multiple connection between silver surfaces to insure good electrical connection. No part of the frame or train work shall be used as a part of the circuit, and all parts with which a person may come into contact in setting, operating or using the transmitter to send signals, shall be thoroughly insulated from all parts connected to the circuit.

The mechanism of the transmitter shall be substantially well made and heavily lacquered.

The escape wheels and pallets for controlling same shall be of tempered steel and the engaging faces of the pallets shall be highly polished.

The mechanism shall be thoroughly enclosed to protect it from dust by an aluminum case which may be readily removed to permit inspection of the train work. The line terminals shall be enclosed by this case and the slot through which the operating handle projects shall be kept closed in all positions of the handle and at all times by a sliding dust cap.

The background of the dial shall be pebbled and the selecting sector and pull lever shall be dull black finish. The rim of the dial shall be grained and lacquered and the figures shall be white.

All of the above equipment shall be mounted upon an art metal desk and cabinet in a neat and workmanlike manner. The desk and cabinet work shall be finished the same as the art metal cabinets for the switchboards hereinafter described.

Bases of the recording equipment and relays shall be of white marble finished to match the shelves and kick plates of the art metal cabinets supporting the switchboard.

A terminal board shall be provided in the base of the desk for connecting all incoming wires in a convenient manner.

Motor Generator Control Panel

There shall be provided one control panel for proper control of the motor generator sets and gas engine generator. The panel shall consist of slate approximately 1" thick, with edges beveled, nicely finished and arranged to mount the following apparatus.

A fused main line knife switch shall be provided for each motor of the two motor generator sets. Two (2) double pole, double throw switches shall be provided for connecting either generator to the storage battery switchboard supply. A Model 24, Weston Electrical Instrument Company voltmeter shall also be provided with plug and cord and three jacks so that the voltage of any generator may be obtained.

A model 24, flush type Weston Electrical Instrument Company ammeter shall also be provided with a single pole, single throw knife switch for normally shunting the ammeter and connecting it so that opening the switch gives the current reading on the ammeter of the battery charging supply.

Below the above equipment provision shall be made upon the panel for mounting the generator field rheostats.

The above panel shall be mounted upon an iron pipe frame and below the panel provision shall be made for mounting two motor starting compensators for the motor generator sets. These compensators shall include overload and low voltage protective equipment and means for starting and stopping the motors, with reduced voltage at starting to reduce the starting current.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the Gamewell Company for Fire Department Equipment, being Document No. 218973.

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

By Helen M. Wilby Deputy.

L E A S E.

THIS INDENTURE OF LEASE made and entered into this 5th day of August, 1927, 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 pursuant to Ordinance No. 11169 of the ordinances of The City of San Diego, approved July 5th, 1927, as Lessor, and HENRY DAUBERT, hereinafter designated as the Lessee, WITNESSETH;

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

Beginning at the point of intersection of the northerly line of Hawthorn Street with the mean high tide line of the Bay of San Diego; thence south 69° 49' 20" west along the northerly line of Hawthorn Street a distance of 19.02 feet to the easterly line of Atlantic Street; thence north 20° 12' 10" west along the easterly line of Atlantic Street a distance of 300.19 feet to the southerly line of Ivy Street; thence north 69° 48' 50" east along the southerly line of Ivy Street, a distance of 12.49 feet to a point; thence south 21° 26' 50" east a distance of 300.27 feet to the place of beginning.

TO HAVE AND TO HOLD the said premises, and each and every parcel thereof, unto the said lessee for a term of fifty (50) years, commencing at the date hereof, and terminating 5th day August, 1977, unless sooner terminated as herein provided, at the following rentals:

For the first twenty-five (25) years of the term of said lease, at the rate of three (3) cents per square foot per year, payable in equal monthly installments on the first of each month, in advance. The rental for the second twenty-five (25) years of said term shall be determined at the end of the first twenty-five year period, and shall be based upon the valuation of adjoining property. The valuation of adjoining property to be used as such basis for adjustment shall be the valuation fixed thereon by the assessment roll for city taxation purposes; provided, however, that the rental shall not be increased to exceed six (6) cents per square foot per year, during any of the remaining portion of said term.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental, subject to the foregoing provisions, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of said Common Council and said Harbor Commission and said City to readjust and increase the rental of said premises at any time as herein provided.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

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

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

(1) That the Lessee shall pay any and all assessments for the paving of Atlantic Street that may be assessed against said leased premises.

(2) That a first-class three-story concrete warehouse building shall be erected upon said premises. That the construction of said warehouse shall begin within one (1) year from the date of this lease; and the failure of the lessee to begin the construction thereof within one (1) year and to carry the same to completion within a reasonable time after the beginning of such construction shall terminate this lease.

(3) That all plans for buildings and improvements to be erected or placed upon said premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(4) The business of said Lessee to be conducted upon said premises shall be that of a general warehouse business, and none other.

(5) That said City reserves the right to lay water or sewer pipes across or over said demised premises.

(6) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(8) In the event that the Lessee shall fail to establish and maintain a general warehouse business upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto; and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto 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 M. A. GRAHAM

W. P. CRONAN

J. C. MCCLURE

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

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

HENRY DAUBERT
Lessee.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Henry Daubert for certain tidelands, being Document No. 219058.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Allen H. Wright Deputy

L E A S E.

THIS AGREEMENT, made and entered into this 6th day of February, 1928, 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 THOMAS F. McLOUGHLIN, 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 City of San Diego, County of San Diego, State of California, to-wit:

Parcel One: Being a portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, California, according to Map by James Pascoe, filed in the office of the City Clerk of The City of San Diego, described as follows: Beginning at the southeast corner of the south-west one-quarter of Pueblo Lot 1311; thence north 89° 55' west along the southerly line of said Pueblo Lot 1311 a distance of 684.47 feet to an intersection with the westerly line of La Jolla Canyon Drive; thence north 10° 19' east a distance of 1168.00 feet to the true point of beginning; thence north 10° 19' east along the westerly line of La Jolla Canyon Drive a distance of 541.20 feet; thence north 79° 41' west to an intersection with a line drawn parallel to and distant 25 feet southeasterly from the center line of Torrey Pines Road; thence southwesterly along a line drawn parallel to and distant 25 feet southeasterly from the center line of Torrey Pines Road to an intersection with the west line of Pueblo Lot 1311; thence southerly along the west line of Pueblo Lot 1311 to an intersection with a line drawn north 79° 41' west from the true point of beginning; thence south 79° 41' east along said described line to the true point of beginning.

Parcel Two: Being a portion of said Pueblo Lot 1311, described as follows: Beginning at the southeast corner of the southwesterly one-quarter of said Pueblo Lot 1311; thence north 89° 55' west, along the southerly line of said Pueblo Lot 1311 a distance of 633.66 feet to an intersection with the easterly line of La Jolla Canyon Drive; thence north 10° 19' east along the easterly line of La Jolla Canyon Drive a distance of 387.04 feet to the true point of beginning; thence north 70° 13' east a distance of 247.90 feet; thence north 00° 40' east a distance of 206.31 feet to a point; thence north 89° 20' west a distance of 25 feet to a point; thence north 00° 40' east a distance of 849.50 feet to a point; thence north 79° 41' west to an intersection with the easterly line of La Jolla Canyon Drive; thence south 10° 19' west along the easterly line of La Jolla Canyon Drive to the true point of beginning.

Together with the house and sheds located on said land.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for a term commencing November 21st, 1927, and ending November 20th, 1932, at a rental of twenty-five dollars (\$25.00) per month, payable in advance on the first day of each and every month during the first two years of said term; and for the balance thereof at the same rental, unless such rental shall be increased in the following manner: Not less than thirty (30) days prior to the expiration of said two year period the City, if it elect to increase the rental of said premises, shall appoint an arbitrator, and upon notice thereof the lessee

shall forthwith appoint an arbitrator, and the two so appointed shall select a third, a majority of whom shall fix and determine the rental to be paid for the remainder of said term, which rental shall not, however, be less than twenty-five dollars (\$25.00) per month. If the lessee shall fail or refuse to appoint an arbitrator, then the arbitrator appointed by the City shall be empowered to fix the amount of such rental. The decision of said arbitrators, or arbitrator, as the case may be, shall be binding upon the city and the lessee, and the amount so fixed shall be the rental payable for said premises during the remainder of said term.

It is agreed by and between the parties hereto that the above-described land is leased to said Lessee for the purpose of growing bulbs and flowers thereon, and for no other purpose or purposes; and if said land is used for any other purpose than as herein specified; the said lease may be terminated.

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.

It is further understood and agreed by and between the parties hereto that this lease may be terminated at any time prior to January 1st, 1930, upon thirty days' notice by the City, upon payment to the Lessee of actual damages sustained by him by reason of the termination of the same; provided, however, and it is specifically agreed between the City and the Lessee that the said City may at any time after January 1st, 1930, terminate this lease and all rights of the Lessee thereunder, by giving to said Lessee sixty (60) days' written notice of such termination, and in case of such termination the said Lessee will be privileged to remove from said demised premises all improvements which he has placed thereon; provided, further, that the premises are to be left in a condition similar to that which they are now in; and this permission to remove the improvements so placed thereon by the Lessee shall be in full for all damages or claims whatsoever against the said City because of the termination of this lease.

And said Lessee does hereby covenant, promise and agree to keep the said premises and improvements thereon in good condition and repair, reasonable wear and damage by the elements excepted.

And said Lessee does hereby further 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, a majority of the members of the Common Council of The City of San Diego have hereunto set their hands as and for the act of said City, pursuant to the authorization of Ordinance No. 11502 of the ordinances of said City, approved by the Common Council of said City, on the 3rd day of January, 1928, 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
Members of the Common Council.

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

THOMAS F. MCLOUGHLIN
Lessee.

I hereby approve the form of the foregoing Agreement of Lease, this 29th day of December, 1927.

JAS. E. O'KEEFE
City Attorney.
By H. B. DANIEL
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Thomas F. McLoughlin, being Document No. 219196.

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

By Helen M. Willig Deputy.

LEASE

THIS AGREEMENT, made and entered into this 6th day of February, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 11504 of the ordinances of The City of San Diego, authorizing the execution of this lease, and HARRY A. MILENDER, 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 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 two years, beginning on the 1st day of January, 1928, to and including the 31st day of December, 1929, at a monthly rental of twenty-five dollars (\$25.00) for the first year of said term, and a monthly rental of thirty dollars (\$30.00) for the second year of said term; said rental to be payable in advance on the first day of each and every month during said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of conducting thereon a store and restaurant, 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 said land is used for any other purpose than as herein specified, or 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 unlawful for the said City to re-enter said premises and remove all persons therefrom.

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 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.

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 subscribed their names 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

S. P. MCMULLEN

L. C. MAIRE

Members of the Common Council.

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

HARRY A. MILENDER

Lessee.

I hereby approve the form of the foregoing Lease, this 29th day of December, 1927.

JAS. E. O'KEEFE

City Attorney.

By H. B. DANIEL

Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Harry A. Milender, being Document No. 219198.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E.

THIS Agreement, made and entered into this 6th day of February, 1928, 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. 11487 of the ordinances of The City of San Diego, authorizing the execution of this lease, and JOE MACHADO, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, the following described property in The City of San Diego, County of San Diego, State of California, to-wit:

- 35 acres in the West half of Pueblo Lot 1296;
- 40 acres in the West half of Pueblo Lot 1299;
- 40 acres in the southwest quarter of Pueblo Lot 1323;
- 20 acres in the southeast quarter of Pueblo Lot 1323;
- 50 acres in the northwest quarter of Pueblo Lot 1322;
- 30 acres in the northwest quarter of Pueblo Lot 1311;
- 30 acres in the south half of Pueblo Lot 1329;

of the Pueblo Lands of The City of San Diego; for a term ending July 31st, 1928, at the following rental:

One-fifth of the crop raised on said lands, and delivered at the Pueblo Farm.

It is agreed by and between the parties hereto that the above described lands are leased to said Lessee for the purpose of raising hay or beans thereon; and if said lands are used for any other purpose than as herein specified, the same may be terminated.

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.

It is further agreed by and between the parties hereto that the City's proportion of the crop raised on said lands shall be baled and bagged, and delivered at the Pueblo Farm, without expense to the City; and that the Manager of Operation of said City shall have charge of the checking of said crop.

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.

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, 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

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 Lease this 29th day of December, 1927.

JAS. E. O'KEEFE, City Attorney.

By H. B. DANIEL - Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Joe Machado, being Document No. 219200.

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

By Helen M. Willy Deputy.

L E A S E

THIS LEASE, made and entered into this 6th day of February 1928, 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, 1927, to-wit: to and including the 13th day of September, 1928.

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

S. P. MCMULLEN

L. C. MAIRE

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 21 day of December, 1927.

JAS. E. O'KEEFE, City Attorney

By H. B. DANIEL
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mrs. S. B. Ames, being document No. 219202.

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

By Helen M. Willy Deputy.

CONTRACT NO. N 52m-810

STANDARD FORM NO. 2

Approved by the President May 26, 1923.

STANDARD FORM OF GOVERNMENT LEASE
(Real Estate)

Approved by U. S. Marine Corps Jan. 31, 1928.

LEASE BETWEEN THE CITY OF SAN DIEGO and THE UNITED STATES OF AMERICA

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE.

1. The lease shall be dated.
2. The full name and residence of the lessor shall be clearly written in paragraph 1 of the lease.
3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given.
4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.
5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same on its behalf, duly attested, and, if requested by the Government, evidence of his authority to so act shall be furnished.
7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.
8. There shall be no deviation from this form without prior approval through the Interdepartmental Board of Contracts and Adjustments, Bureau of the Budget, Washington, D. C. When interlineations, deletions, or other alterations are permitted specific notation of the same shall be entered in the blank space following paragraph 11 before signing.
9. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

LEASE between
THE CITY OF SAN DIEGO and
THE UNITED STATES OF AMERICA.

1. This LEASE, made and entered into this thirtieth day of November, in the year one thousand nine hundred and twenty-seven by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, acting by and through the Common Council of said City, whose address is San Diego, California, for its heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described real property situated in the City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows:

The southeast quarter of Pueblo Lot 1300; the northeast quarter of Pueblo Lot 1300; the west three hundred (300) feet of Pueblo Lot 1309; all of Pueblo Lot 1310; all of that portion of Pueblo Lot 1311 lying east of the Rose Canyon Road; all of that portion of Pueblo Lot 1314 lying south of the Miramar Road; all that portion of Pueblo Lot 1315 lying south of the Miramar Road; the west three hundred (300) feet of Pueblo Lot 1316 lying south of the Miramar Road; of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pascoe in 1870, on file in the office of the City Clerk of said City.

The Lessor hereby covenants and agrees to pay during the term of this lease hereinabove mentioned, or any renewal thereof, all property taxes and assessments whatsoever on the lands hereinabove specified, and to warrant and defend the Government, its officers and agents in the quiet and peaceable enjoyment and possession of said tract, as hereinabove specified, for the entire term of this lease or any renewal thereof.

The Lessor further covenants and agrees that the Government, during the term of this lease or any renewal thereof, shall have the full, free and unrestricted use of all roads; subject, however, to the right of the Public at all times to use said roads as and for public highways; and the said Government shall have all privileges within the above described land, and shall have further right at any and all times during the term of this lease to connect such point or points as it may deem desirable in the area of the leased premises with the roads of the Lessor, and the further right to build new roadways and improve existing roadways within the limits of the leased tract.

It is further understood and agreed that the Government is to have the right, except as hereinabove specified and subject to the limitations herein contained, to use, as it may deem appropriate, any part or all of said land hereinabove mentioned for any and all military purposes whatsoever; to establish target ranges, rifle pits, etc., provided, however, that said Government shall not cut, burn, remove or use for any purpose whatever, any of the timber standing or growing or otherwise located on the land hereinabove described.

It is understood and agreed by and between the parties hereto that the Lessor, or its duly authorized agents, shall have the privilege of conducting explorations for oil, naphtha or petroleum, upon all or any part of the premises hereby leased, at any time during the life of this agreement.

It is further understood and agreed by both parties hereto that a waiver of one breach of any covenant or condition hereinabove contained shall not be taken or construed to be a waiver of any subsequent breach of the same condition or covenant, or of the condition of the covenant itself.

to be used exclusively for the following purposes:

Military Purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 1, 1927 and ending with June 30, 1928.

4. The Government shall not assign this lease in any event, and shall not sublet the demises premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed at a monthly rental of One Dollar (\$1.00) yearly and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least one month before this lease would expire; Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of November, one thousand nine hundred and forty two.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

7. The Lessor shall, unless herein specified to the contrary maintain the said premises in good repair and ~~tenantable~~ condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The Government shall pay the Lessor for the premises rent at the following rate: One Dollar (\$1.00) per year. Payment shall be made at the end of each fiscal year.

10. Whenever the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, shall terminate at the option of the Government upon giving notice in writing to the Lessor within fifteen days after such fire or casualty, and no rent shall accrue to the Lessor after such termination.

11. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF SAN DIEGO

By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
Members of the Common Council.
Lessor.

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

F. C. SHANNON

THE UNITED STATES OF AMERICA,
By W. B. LEMLY
Colonel Asst. Quartermaster, U. S. M. C.
Depot Quartermaster

I HEREBY CERTIFY THAT THE ABOVE AND FOREGOING is a full, true and correct copy of Least to the U. S. M. C. for Rifle Range on Pueblo Lands, being Document No. 219449.

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

By Helen M. Willig Deputy

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 27th day of May, 1927, 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 pursuant to Ordinance No. 11032 of the ordinances of The City of San Diego, approved April 26th, 1927, as Lessor, and SPRECKELS COMMERCIAL COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City does by these presents demise and lease unto the said Lessee all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California, under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, 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' east a distance of 146.87 feet to the true place of beginning; thence continuing north 70° 50' east a distance of 450.00 feet to a point; thence south 50° 50' east a distance of 264.35 feet to a point; thence south 70° 50' west a distance of 394.19 feet to a point of curve whose center distant 100 feet bears north 19° 10' west; thence to the right along the above described curve a distance of 101.81 feet to a point; thence north 50° 50' west a distance of 208.54 feet to the true place of beginning, containing an area of 100,755 square feet, more or less.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of fifteen (15) years ending May 27th, 1942, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of said term, at the rate of one and one-half (1-1/2) cents per square foot per year, payable in equal monthly installments, in advance.

At the end of said first five (5) years, the rental shall be readjusted, based on the valuation of adjoining property. The valuation of adjoining property to be used as such basis for adjustment shall be the valuation fixed thereon by the City Assessor for taxation purposes; provided, however, that the rental shall not be increased to exceed six (6) cents per square foot per year during any of the remaining portion of said term.

The rentals hereunder shall be due and shall be paid monthly in advance upon the first day of each and every month during the term of this agreement.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental, subject to the foregoing provisions, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of said Common Council and said Harbor Commission and said City to readjust and increase the rental of said premises at any time as herein provided.

Neither the whole, nor any part of this lease shall be as signable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

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

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

(1) That the demised premises shall be used for the purpose of constructing and maintaining warehouses necessary for the storing and selling and dealing in building materials, grain, hay, coal, coke, wood, fertilizers and other merchandise of a similar nature.

The Lessee shall have and it is hereby granted the right to construct and maintain an apron wharf not to exceed 58 feet in width by 300 feet in length, paralleling the bulkhead lengthwise and opposite the property leased to it, which said apron wharf shall be subject to the approval of the Harbor Commission.

(2) That all plans for buildings, wharves and improvements to be erected or placed upon said premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(3) The business of said Lessee to be conducted upon said premises shall be that of storing and selling and dealing in building materials, grain, hay, coal, coke, wood, fertilizers and other merchandise of a similar nature, and none other.

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

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

(5) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(7) In the event that the Lessee shall fail to establish and maintain the business of storing, selling and dealing in building materials, grain, hay, coal, coke, wood, fertilizers and other merchandise of a similar nature upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

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

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, California.

Lessor.

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

SPRECKELS COMMERCIAL CO.

Lessee.

By J. E. HANLEY

(SEAL) ATTEST:
F. H. SOPER

I hereby approve the form of the foregoing Lease, this 7th day of February, 1928.

JAMES E. O'KEEFE

City Attorney.

By H. B. DANIEL

Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Spreckels Commercial Company for certain tidelands, being Document No. 219450.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wilby Deputy.

THIS CONTRACT OF EMPLOYMENT, entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and QUINTON, CODE & HILL, Civil Engineers, of Los Angeles, California, parties of the second part, WITNESSETH:

THAT WHEREAS, The City of San Diego is desirous of securing the services of said second parties as hereinafter set forth, and said second parties are agreeable to accept such employment, NOW, THEREFORE

(1) Said parties mutually agree that said parties of the second part will render services in connection with all matters pertaining to the water system of The City of San Diego, excepting only matters involving litigation where expert testimony is required. Said second parties, in connection with such services, shall act as Consulting Engineers of said The City of San Diego, and said City shall make monthly payments as per statements rendered in accordance with the following schedule:

(a) A retainer of two hundred fifty dollars (\$250.00) per month, commencing on the first day of February, 1928;

(b) The sum of one hundred dollars (\$100.00) for each day of service by a member of said firm of Quinton, Code & Hill, when called away from Los Angeles by said City for services in the field or in consultation with city officials, also for preparation of opinions and reports, and for giving testimony in court proceedings which relate only to questions of fact concerning which said second parties are familiar;

(c) Any and all expenses necessarily incurred in the field by said second parties or in consultation or in Court, as set forth in the previous paragraph, which expenses shall be paid by said City of San Diego in the same manner as payment for services rendered.

(2) In the event The City of San Diego should desire said second parties to carry out any designs or field investigations, they will perform such services, and The City of San Diego will pay as per statements rendered for the same, and for the services of all persons, other than members of the firm, at the per diem rates normally charged by Quinton, Code & Hill for such employment outside of the firm, or will pay such total sum for the work ordered as may be before-hand agreed upon in each specific instance.

(3) This agreement to remain in full force and effect to and including the 31st day of December, 1928, and thereafter until cancelled by the giving of thirty days' written notice by either party to the other.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto subscribed their names as and for the act of said City, in pursuance of a resolution authorizing such execution, and said second parties have hereunto subscribed their names, this 14th day of February, 1928.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

MEMBERS OF THE COMMON COUNCIL.

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

QUINTON, CODE & HILL
 By LOUIS C. HILL
 W. W. CODE
 R. H. HILL

Parties of the Second Part.

I hereby approve the form of the foregoing Contract of Employment this 14th day of Feb. 1928.

JAS. E. O'KEEFE
 City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Quinton, Code & Hill, being Document No. 219689.

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

By Helen M. Willig Deputy.

L E A S E.

THIS AGREEMENT OF LEASE, made and entered into this 20th day of February, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City under and pursuant to the authority conferred by Ordinance No. 11539 of the ordinances of said City, and PALMER HUGHES AND E. R. LEWIS, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees the following described property in The City of San Diego, County of San Diego, State of California, to-wit:

That portion of Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, according to the Pascoe Map, bounded and described as follows: Beginning at the intersection of the easterly line of La Jolla Canyon Drive with the northerly line of Linda Vista Road; thence north 00° 40' east along the easterly line of La Jolla Canyon Drive, a distance of 150 feet to a point; thence south 89° 20' east a distance of 100 feet to a point; thence south 00° 40' west a distance of 93.96 feet to an intersection with the northerly line of Linda Vista Road, a distance of 114.62 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for a term commencing April 1st, 1928, and ending March 31st, 1930, at a rental of forty dollars (\$40.00) per month, payable in advance on the first day of each and every month during the said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of installing and maintaining thereon a gasoline and oil service station; and if said land is used for any other purpose than as herein specified, the said lease may be terminated.

It is hereby further agreed that said Lessees shall at the expiration or termination of this lease have the right, and shall be required to remove all improvements placed on said premises by them.

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

It is further understood and agreed by and between the parties hereto that this lease may be terminated at any time prior to January 1st, 1930, upon thirty days' notice by the City, upon payment to the Lessees of actual damages sustained by them by reason of the termination of the same; provided, however, and it is specifically agreed between the City and the Lessees that the said City may at any time after January 1st, 1930, terminate this lease and all rights of the Lessee thereunder, by giving to said Lessees sixty (60) days' written notice of such termination; and in case of such termination the said Lessees will be privileged to remove from said demised premises all improvements which they have placed thereon; provided, further, that the premises are to be left in a condition similar to that which they are now in; and this permission to remove the improvements so placed thereon by the Lessees shall be in full for all damages or claims whatsoever against the said City because of the termination of this lease.

And said Lessees do hereby further covenant, promise and agree to pay the said City the said rent, in the manner herein provided, and that at the expiration of said term the said Lessees will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit, damage by the elements excepted.

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

IN WITNESS WHEREOF, 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 Lessees have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
 By VIRGILIO BRUSCHI
 S. P. MCMULLEN
 L. C. MAIRE
 E. H. DOWELL
 Members of the Common Council.

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

PALMER HUGHES
 E. R. LEWIS
 Lessees

I hereby approve the form of the foregoing Agreement of Lease, this 26th day of January, 1928.

JAS. E. O'KEEFE,
 City Attorney.
 By ARTHUR L. MUNDO
 Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Hughes & Lewis, being Document No. 219821.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

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 Sixteen Hundred Dollars (\$1600.00) 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 February, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon LA JOLLA BOULEVARD, between the northerly line of Genter Street produced west and the southerly line of Prospect Street; PROSPECT STREET, between the west-erly line of La Jolla Boulevard and the termination of said Prospect Street in Prospect Place; 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; GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street; WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe Avenue; and HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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

Principal

(SEAL) ATTEST:-
M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS

Resident Vice-President
Surety.

(SEAL) Attest:
ARCHIE R. GOWAN
Resident Assistant Secretary.
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

On this 15th day of February, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 15th day of February, 1928.

JAS. E. O'KEEFE

City Attorney.

By ARTHUR L. MUNDO

Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44400 passed and adopted on the 6th day of February, 1928, require and fix the sum of \$1600.00 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.

CONTRACT FOR STREET LIGHTING.

La Jolla Lighting District No. 1.

THIS AGREEMENT, made and entered into this 15th day of February, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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: LA JOLLA BOULEVARD, between the northerly line of Center Street produced west and the southerly line of Prospect Street; PROSPECT STREET, between the westerly line of La Jolla Boulevard and the termination of said Prospect Street in Prospect Place; 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; GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street; WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe Avenue; and HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado Street;

Together with the maintenance of the posts, wires, conduits and lamps on the said streets, 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, 1928, and ending on the 31st day of December, 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 La Jolla Lighting District No. 1", filed November 16, 1927, 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 twelve hundred and seventy-three and 80/100 dollars (\$1273.80), 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 and ninety-five and 20/100 dollars (\$5095.20) 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 and ninety-five and 20/100 dollars (\$5095.20) 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 and ninety-five and 20/100 dollars (\$5095.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of twelve hundred and seventy-three and 80/100 dollars (\$1273.80), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year 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
S. P. MCMULLEN
L. C. MAIRE
E. H. DOWELL
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 15th day of February, 1928.

JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S. D. Cons. Gas & Electric Company for La Jolla Lighting District No. 1, being Document No. 219843.

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

By Helen M. Wallig Deputy

KNOW ALL MEN BY THESE PRESENTS, That N. O. NELSON MANUFACTURING COMPANY, as Principal and the HARTFORD ACCIDENT & INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED EIGHTY-FIVE Dollars (\$585.00), 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 February, 1928.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City:

400' - 2-1/2" black pipe
20,000' - 3/4" black dipped pipe
6,800' - 2" galvanized 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.

VICTOR E. LOCK
Principal.

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

On this 24 day of Feb. 1928, before me, Robert L. Smith, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Victor E. Lock, personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

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

(SEAL)

HARTFORD ACCIDENT & INDEMNITY COMPANY,
Surety
By L. W. BARNEY
Attorney in Fact.

(SEAL)

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

On this 21st day of February, in the year one thousand nine hundred and twenty-eight, before me, MARSTON BURNHAM, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. W. BARNEY, known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said L. W. BARNEY, duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

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

(SEAL) My Commission Expires April 27, 1930.

I hereby approve the form of the within Bond, this 25th day of February, 1928.
JAS. E. O'KEEFE
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 27th day of February, 1928.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
Members of the Common Council.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 27th day of February, 1928, 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

- 400 feet - 2-1/2 inch black pipe
- 20,000 feet - 3/4 inch dipped pipe
- 6,800 feet - 2 inch galvanized pipe

In accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of said City; delivery f.o.b. car 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:

400' - 2-1/2" black pipe	at \$22.84 per 100 feet, net;
20,000' - 3/4" black dipped pipe	at \$ 5.10 " " " "
6,800' - 2" galvanized pipe	at \$18.06 " " " "

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 30th day of March, 1928.

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:

For 400' - 2-1/2" black pipe	the sum of \$22.84 per 100 feet,
" 20,000' - 3/4" black dipped pipe	" " " \$ 5.10 " " "
" 6,800' - 2" galvanized pipe	" " " \$18.06 " " "

said payments to be made as follows:

Upon delivery of the said material, 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 shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract, and the acceptance of the material thereunder by the Common Council, when on proof that the contract has been fully performed, the balance remaining shall be paid 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 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

Members of the Common Council.

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

VICTOR E. LOCK
Contractor.

I hereby approve the form of the foregoing contract, this 25th day of February, 1928.

JAS. E. O'KEEFE
City Attorney

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

On this 24 day of Feb. 1928, before me, Robert L. Smith, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Victor E. Lock personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

(SEAL)

ROBERT L. SMITH
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 Contract with N. O. Nelson Manufacturing Company for Pipe, being Document No. 220388.

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

By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, That ROBERT D. MAXWELL COMPANY, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 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 February, 1928.

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 - five-passenger Buick sedan automobile, 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 D. MAXWELL CO.
G. S. MAXWELL, V. P.
Principal

(SEAL) ATTEST:
T. D. TRUMBO, SECY TREAS.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
BY HERBERT S. RICHARDS
Its-Attorney-in-Fact.

(SEAL) ATTEST:
A. C. WILSON
Agent.

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

On this 25th day of February, 1928, before me M. D. FRYE, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared HERBERT S. RICHARDS 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 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.

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

(SEAL) My Commission expires Feb. 5, 1931.
I hereby approve the form of the within Bond, this 27th day of February, 1928.

JAMES E. O'KEEFE
City Attorney
By H. B. DANIEL
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 February, 1928.

VIRGILIO BRUSCHI

S. P. MCMULLEN
L. C. MAIRE
E. H. DOWELL
Members of the Common Council.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 27th day of February, 1928, 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 D. MAXWELL 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

- 1 - five-passenger Buick sedan automobile, 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 sum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1750.00).

Said contractor agrees to begin delivery of said material within two 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 ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1750.00).

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
Members of the Common Council.

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

ROBERT D. MAXWELL CO.
G. S. MAXWELL V. P.
Contractor

(SEAL) ATTEST:
T. D. TRUMBO SECY. TREAS.

I hereby approve the form of the foregoing contract, this 27th day of February, 1928.

JAMES E. O'KEEFE
City Attorney.
By H. B. DANIEL
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Robert D. Maxwell Co., being Document No. 220400.

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

By Helen M. Wilbig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That W. EDWARD SHAW COMPANY, INC., 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 FOUR HUNDRED TWENTY-FIVE Dollars (\$425.00), 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 28th day of February, 1928.

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 - Nash advance six cylinder 1928 model touring automobile, 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. EDWARD SHAW CO. Inc.
By W. EDWARD SHAW PRES
Principal.

(SEAL) Attest:
J. HAROLD SHAW, SEC.

ROYAL INDEMNITY COMPANY
By FRANK J. LEARD
Its Attorney-in-Fact

(SEAL)
STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO.)

On this 28th day of February in the year one thousand nine hundred and twenty-eight, before me, Lucille Macy a Notary Public in and for said County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared Frank J. Leard 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 29th day of February, 1928.

JAMES E. O'KEEFE

City Attorney.

By H. B. DANIEL

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of March, 1928.

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.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of March, 1928, 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. EDWARD SHAW 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

1 - Nash Advance Six Cylinder 1928 Model Touring Automobile, in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of said City, and including the following equipment:

- 2 bumpers,
- 5 wire or disc wheels,
- 5 tires, and tubes
- 1 tire cover,
- 4 Watson stabilators,
- 2 Wind deflectors,
- 2 built-in trunks,
- 1 motometer.

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

ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700.00).

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:

ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1,700.00), said payments to be made as follows:

Upon delivery of said automobile, 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, shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract, and the acceptance of said automobile thereunder by the Common Council, when on proof that the contract has been fully performed, the balance remaining shall be paid 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 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.

W. EDWARD SHAW CO. Inc.

By W. EDWARD SHAW Pres.

Contractor.

(SEAL) ATTEST:

J. HAROLD SHAW, SEC.

I hereby approve the form of the foregoing contract, this 27 day of February, 1928.

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 Contract with W. Edward Shaw Co. for Nash Automobile, being Document No. 220581.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Helen M. Wallig

Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That BERT NOBLE, 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-FOUR THOUSAND ONE HUNDRED AND FIFTY Dollars (\$24,150.00), 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 25th day of January, 1928.

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 BERT NOBLE 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 LA JOLLA CANYON DRIVE, 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 attorneys' fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified:

BERT NOBLE

Principal.

MARYLAND CASUALTY COMPANY

By F. F. EDELEN

Its Attorney in Fact

Surety

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 25th day of January, 1928, 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.

CLARENCE A. MOORE

(SEAL)

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 25th day of January, 1928.

JAS. E. O'KEEFE

City Attorney.

By ARTHUR L. MUNDO

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of January, 1928.

VIRGILIO BRUSCHI

S. P. MCMULLEN

L. C. MAIRE

Members of the Common Council.

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

KNOW ALL MEN BY THESE PRESENTS, That BERT NOBLE, 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 TWELVE THOUSAND AND SEVENTY-FIVE Dollars (\$12,075.00), 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 25th day of January, 1928.

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 LA JOLLA CANYON DRIVE, 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.

BERT NOBLE
 Principal.
 MARYLAND CASUALTY COMPANY
 By F. F. EDELEN
 Its Attorney in Fact.
 Surety

(SEAL)

STATE OF CALIFORNIA) ss.
 COUNTY OF SAN DIEGO)

On this 25th day of January, 1928, 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.

CLARENCE A. MOORE

Notary Public, in and for said County and State.

(SEAL)

I hereby approve the form of the within Bond, this 25th day of January, 1928.

JAS. E. O'KEEFE
 City Attorney.
 By ARTHUR L. MUNDO
 Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of January, 1928.

VIRGILIO BRUSCHI
 S. P. MCMULLEN
 L. C. MAIRE

Members of the Common Council.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 25th day of January, 1928, 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 BERT NOBLE, 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 performance of the following work in the City of San Diego, California, to-wit: The furnishing of all labor, material and equipment for the paving of LA JOLLA CANYON DRIVE, in the City of San Diego, California, all as particularly and in detail set forth in the plans, drawings, typical cross-sections and specifications on file in the office of the City Purchasing Agent of the City of San Diego, California, a copy of which said 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 hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

Paving, per square foot,-----\$0.174
 Excavation, per cubic yard,-----\$0.30
 Embankment, per cubic yard,-----\$0.30

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 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:

Paving, per square foot,-----\$0.174
 Excavation, per cubic yard,-----\$0.30
 Embankment, per cubic yard,-----\$0.30

said payments to be made as follows:

The Superintendent of Streets 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 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 Superintendent of Streets to be completed shall be paid, and twenty-five per cent. (25%) of the whole estimate on all work performed shall remain unpaid until thirty-five days from the time that the Superintendent of Streets 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 Superintendent of Streets of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of 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 Superintendent of Streets, as unfair he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record and ruling.

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

IN WITNESS WHEREOF, this contract is executed by 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
L. C. MAIRE
Members of the Common Council.

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

BERT NOBLE
Contractor.
JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Bert Noble for paving La Jolla Canyon Drive, being Document No. 218909.

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

By Helen M. Willig Deputy.

UNDERGROUND CROSSING AGREEMENT

THIS AGREEMENT, made the 28th day of February, 1928, by and between SAN DIEGO AND ARIZONA RAILWAY COMPANY, a corporation, hereinafter termed Licensor, and City of San Diego, Bureau of Water Development, 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 one 36" steel pipe line 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 (Benedict Ave.) Station, County of San Diego, and State of California, in the location as shown ^{on} the blue print map attached hereto and made a part hereof, and more particularly described as follows, to-wit: across right of way in a northerly and southerly direction on Benedict Avenue ten feet easterly from the westerly line of said Benedict Avenue, opposite Engr. Sta. 1146/39.

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.

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 Licensor may perform such work at cost of Licensee, which cost Licensee agrees to pay to Licensor 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 Licensor, 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 Licensor.

7. Should Licensor 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 Licensor.

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 Licensor 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 Licensor at the expense of Licensee, which expense Licensee agrees to pay to Licensor 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 Licensor should be let to Contractor by Licensee, such work shall not be begun until such Contractor shall have first entered into an agreement with Licensor, satisfactory to Licensor, and indemnifying Licensor from and against all claims, demands, cost, loss, damage 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 Licensor, a good and sufficient reliable Surety Company bond in such amount as may be specified by Licensor for the faithful performance of all the terms, covenants, conditions and stipulations contained in said agreement to be entered into with Licensor by said Contractor, as here in this paragraph provided; the form of said bond to be satisfactory to Licensor.

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 Licensor all notaries' and recorders' fees necessarily expended by Licensor for the purposes prescribed by the laws of the State in which said property is situated, in the protection of Licensor's interests in and to said premises.

13. In case Licensor 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 Licensor 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
Licensor.

Approved for Land Dept.
W. J. DANIELS
LAND AND TAX AGENT

City of San Diego
(See Note) (Licensee)
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

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

NOTE - If an incorporated company, agreement should be executed by an authorized officer thereof and its seal affixed and attested by its Secretary, otherwise signatures should be witnessed by an employee of Licensor if practicable, if not, by a disinterested party.

I hereby approve the form of the within Underground Crossing Agreement this 5th day of March, 1928.

JAS. E. O'KEEFE
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Underground Crossing Agreement with S. D. & A. Ry Co. near Lakeside, being Document No. 220983.

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

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That NATIONAL CAST IRON PIPE COMPANY, as Principal and UNITED STATES GUARANTEE 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 ONE THOUSAND TWO HUNDRED SIXTY-FIVE Dollars (\$1265.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this Eighth day of March, 1928.

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:

1550 - lineal feet 18" B&S cast iron water pipe, Class C., 12' lengths; and

1 - 18" Class C, all bell Tee.

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.

NATIONAL CAST IRON PIPE CO.

By E. E. LINTHICUM
President.

Principal

(SEAL) ATTEST:
J. H. WRIGHT,
Genl. Sales Mgr.

UNITED STATES GUARANTEE COMPANY
By CHARLES SEELEY

Attorney-in-fact

EDMUND T. KING

Attorney-in-fact
Surety

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

On this eighth day of March, in the year One Thousand Nine Hundred and Twenty eight before me, ELEANOR J. SMITH, a Notary Public in and for said City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Charles Seely and Edmund T. King known to be to be the Attorneys in Fact of the Corporation that 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, at my office, in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)

ELEANOR J. SMITH
Notary Public in and for the City and County of
San Francisco, State of California.
My Commission expires 1930.

My Commission expires December 29, 1930

I hereby approve the form of the within Bond, this 10th day of March, 1928.

JAMES E. O'KEEFE
City Attorney.

By H. B. DANIEL
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 March, 1928.

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.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 12th day of March, 1928, 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

NATIONAL 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

1550 - lineal feet 18" Class C, B&S cast iron pipe, 12' lengths;

1 - 18" Class C, all bell Tee

All in accordance with the specifications therefor on file in the office of the Superintendent of the Purchasing Department of said City. Delivery f.o.b. dock San Diego, California.

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

1550 - lineal feet 18" Class C, B&S cast iron pipe,
 12' lengths, per lineal foot-----\$3.23
 1 - 18" Class C, all bell Tee,-----\$45.76

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 10th day of April, 1928.

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:

For 1550' 18" Class C B&S cast iron pipe, per lineal foot-----\$3.23
 1 - 18" Class C, all bell Tee,-----\$45.76

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. MC MULLEN
 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.

National Cast Iron Pipe Co.
 By E. E. LINTHICUM
 President
 Contractor

(SEAL) ATTEST:
 J. H. WRIGHT, GENL. SALES. MGR.

I hereby approve the form of the foregoing contract, this 12th day of March, 1928.

JAMES E. O'KEEFE
 City Attorney
 By H. B. DANIEL
 Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with National Cast Iron Pipe Company, being Document No. 221069.

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

By Helen M. Willis Deputy.

LEASE.

THIS INDENTURE OF LEASE made and entered into this first day of June, 1927, 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, pursuant to Ordinance No. 11042 of the ordinances of The City of San Diego, approved April 29th, 1927, as Lessor, and DAVID C. CAMPBELL and GEORGE E. CAMPBELL, co-partners, doing business under the firm name and style of the CAMPBELL MACHINE COMPANY, hereinafter designated as the Lessees, WITNESSETH:

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

Commencing at a point on the U. S. Bulkhead Line, as established in 1912, said point being distant 4504.96 feet and bearing south 50° 50' east from Station 109 of said bulkhead line; thence north 70° 50' east a distance of 200.62 feet to the true place of beginning; thence continuing north 70° 50' east a distance of 181.24 feet to a point; thence south 50° 50' east a distance of 189.19 feet to a point; thence south 39° 10' west a distance of 200.00 feet to a point; thence north 50° 50' west a distance of 258.80 feet to a point of curve, whose center distant 30 feet bears north 39° 10' west; thence to the right along the above described curve a distance of 63.70 feet to the true place of beginning, containing an area of 49,517 square feet, more or less.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a term commencing June 1st, 1927, and terminating May 1st, 1941, unless sooner terminated as herein provided, at the following rentals:

Fifty dollars (\$50.00) per month for the first five years of said term, and/or until a new or different rental is fixed, payable monthly in advance on the first day of each month during said term.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental, subject to the foregoing provisions, is hereby expressly reserved to said City, and said Lessees in accepting this lease

acknowledge the right of said Common Council and said Harbor Commission and said City to readjust and increase the rental of said premises at any time as herein provided.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessees have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

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

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

(1) That the demised premises shall be used for the construction and maintenance of buildings necessary for boat building and a general machine shop, and for the storage of materials used in boat building.

The Lessees shall have and are hereby given the privilege of constructing and maintaining marine ways in front of the bulkhead between Station 46/90 and Station 48/90, subject to the approval of the Harbor Commission.

(2) That as soon as possible after the filling of said premises is completed, the Lessees shall begin or cause to be begun the erection of a building or buildings and improvements upon said demised premises, to cost not less than five thousand dollars (\$5000.00), which shall be completed within one year thereafter.

(3) That all plans for buildings and improvements to be erected or placed upon said premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(4) The business of said Lessees to be conducted upon said premises shall be that of a boat building and general machine shop business, and none other.

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

(6) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(8) In the event that the Lessees shall fail to establish and maintain a boat building and general machine shop business upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them under this lease undertaken, then and in that event this lease shall terminate, and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessees shall forfeit all rights and claims thereto and thereunder; and said Lessees in accepting this lease, hereby acknowledged the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessees to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

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, California.

Lessor.

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

DAVID C. CAMPBELL

GEORGE E. CAMPBELL

Co-partners, doing business under the firm name and style of The CAMPBELL MACHINE COMPANY, -Lessees.

I hereby approve the form of the foregoing Lease, this 10th day of March, 1928.

JAMES E. O'KEEFE

City Attorney.

By H. B. DANIEL

Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Campbell Machine Company, being Document No. 221078.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wallig Deputy.

UNDERTAKING FOR STREET LIGHTING.

FIVE POINTS LIGHTING DISTRICT NO. 2.

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 10th day of March, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon WEST ATLANTIC STREET, between the northwesterly curb line of Harasthy Street and the southeasterly line of Witherby Street; HARASTHY STREET, between the southwest-erly line of California Street and the northeasterly line of West Atlantic Street; and HANCOCK STREET, between the southeasterly line of Harasthy Street and the northwesterly curb line of Emory Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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
Principal

(SEAL) ATTEST:
M. B. FOWLER

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

(SEAL) ATTEST:
B. J. SCHAEFER
RESIDENT ASSISTANT SECRETARY.
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 10th day of March, in the year nineteen hundred twenty-eight, 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 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL) I hereby approve the form of the foregoing Undertaking this 10th day of March, 1928.

JAS. E. O'KEEFE
City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44707 passed and adopted on the 5th day of March, 1928, 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.
By FRED W. SICK
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.
FIVE POINTS LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 10th day of March, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit:

- WEST ATLANTIC STREET, between the northwesterly curb line of Harasthy Street and the southeasterly line of Witherby Street;
- HARASTHY STREET, between the southwesterly line of California Street and the north-easterly line of West Atlantic Street; and
- HANCOCK STREET, between the southeasterly line of Harasthy Street and the north-westerly line of Emory Street;

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 1st day of December, 1927, to-wit, to and including the 30th day of November, 1928.

All of said work shall be done strictly in accordance with the plans and specifica-tions contained in the report of the City Engineer of said City, being document entitled:

"Engineer's Report for Five Points Lighting District No. 2," filed December 19, 1927, 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 forty-four and 80/100 dollars (\$544.80), in twelve equal monthly installments, drawn upon the Street light Fund of said City.

And said second party further agrees that when the said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two thousand one hundred and seventy-nine and 20/100 dollars (\$2,179.20), 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. 2 Fund."

And it is further mutually agreed that no part or portion of said sum of two thousand one hundred and seventy-nine and 20/100 dollars (\$2,179.20) shall be paid out of any other fund than said special fund designated as "Five Points 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 two thousand one hundred and seventy-nine and 20/100 dollars (\$2,179.20).

And it is agreed and expressly understood by the parties to this agreement that in no case except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of five hundred and forty-four and 80/100 dollars (\$544.80), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year 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

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 March, 1928.

JAS. E. O'KEEFE

City Attorney

By ARTHUR L. MUNDO

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 for Five Points Light District No. 2, as contained in Document No. 221121.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of September, 1923, by and between the SAN DIEGO ELECTRIC RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, WITNESSETH:

That said first party, for and in consideration of the sum of One Dollar (\$1.00) to it paid, receipt whereof is hereby acknowledged, and for other good and valuable considerations, does by these presents grant the following permissions to the said second party:

First: Permission is hereby granted to said second party to place on any poles belonging to the Company, fire alarm boxes, police signal boxes and flash-light controller boxes;

Second: Permission is hereby granted to said second party to make contracts on any poles, or on cross arms on any poles, owned by the Company, for wires for fire alarm and police signal systems, for flash-light systems, and also for privately owned auxiliary fire alarm systems, and also for privately owned auxiliary police signal systems operating or to operate in connection with the municipally owned fire alarm systems, flash-light systems and police telegraph or signal systems;

Third: Permission is hereby granted to said second party to place upon any poles belonging to the said first party such cross arms as the Chief Engineer of the Fire Department of The City of San Diego deems or may deem necessary, to be used in connection with and in the operation of said fire alarm, flash-light, and police telegraph or signal systems;

Fourth: Permission is also granted to said second party to make such other contacts as the Chief Engineer of the Fire Department of The City of San Diego deems or may deem necessary, to be used in connection with the signal systems hereinabove mentioned; all installments and construction work to be performed in conformity to rules and regulations of the Railroad Commission of the State of California in effect at the time such work is done.

IN WITNESS WHEREOF said parties have caused these presents to be executed by their respective proper officers thereunto first duly authorized.

SAN DIEGO ELECTRIC RAILWAY COMPANY

By CLAUD SPRECKELS

Vice President

(SEAL) ATTEST:
FRED G. WHITEHEAD
Secretary.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

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

I hereby approve the form of the foregoing Agreement, this 7th day of September, 1923.

S. J. HIGGINS
City Attorney
By ARTHUR F. H. WRIGHT
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Electric Railway Company for Fire Alarm Systems, as contained in Document No. 153687.

ALLEN H. WRIGHT, City Clerk,
By Helen M. Willy Deputy.

UNDERTAKING FOR STREET LIGHTING.

VOLTAIRE STREET 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 THREE HUNDRED AND SEVENTY-FIVE DOLLARS (\$375.00) 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 March, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon VOLTAIRE STREET, between the northwesterly curb line of Froude Street and the southeasterly curb line of Abbott Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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
Principal.

(SEAL) ATTEST
M. B. FOWLER

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

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

I hereby approve the form of the foregoing Undertaking this 10th day of March, 1928.

JAS. E. O'KEEFE
City Attorney
By ARTHUR L. MUNDO
Deputy City Attorney.

STATE OF CALIFORNIA) SS.
COUNTY OF SAN DIEGO)

On this 10th day of March, in the year nineteen hundred twenty-eight, 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 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County, State of California.

(SEAL)

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 44708 passed and adopted on the 5th day of March, 1928, require and fix the sum of \$375.00 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)

CONTRACT FOR STREET LIGHTING.

VOLTAIRE STREET LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 10th day of March, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 VOLTAIRE STREET, between the northwesterly curb line of Froude Street and the southeasterly curb line of

Abbott Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Voltaire Street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of eight months and twenty-eight days from and after the 16th day of November, 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 for Voltaire Street Lighting District No. 1," filed December 19, 1927, 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 and ninety-nine and 25/100 dollars (\$299.25), as follows: Eight 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 \$33.25, and one warrant for the sum of \$31.25, to cover the additional twenty-eight (28) 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 ninety-six and 99/100 dollars (\$1196.99), payable as follows: Eight 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 "Voltaire Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$133.99, and one warrant for the sum of \$125.07, to cover the additional twenty-eight (28) days of said term.

And it is further mutually agreed that no part or portion of said sum of eleven hundred and ninety-six and 99/100 dollars (\$1196.99) shall be paid out of any other fund than said special fund designated as "Voltaire 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 eleven hundred and ninety-six and 99/100 dollars (\$1196.99).

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-nine and 25/100 dollars (\$299.25), 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
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 March, 1928.

JAS. E. O'KEEFE
City Attorney
By ARTHUR L. MUNDO
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 on Voltaire Street Lighting District No. 1., being contained in Document No. 221122.

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

By Helen M. Wallig Deputy.

CONTRACT

THIS AGREEMENT made and entered into on this 27th day of February, 1928, by and between the City of San Diego, a municipality of the State of California, party of the first part, and the San Diego and Arizona Railway Company, a corporation, organized and existing under and by virtue of the laws of the State of California, party of the second part.

WITNESSETH:

WHEREAS, heretofore, the party of the first part made written application to the Railroad Commission of the State of California for permission to construct a public highway under the right of way and railroad tracks of the San Diego and Arizona Railway Company on 47th Street in said City of San Diego.

WHEREAS, said undergrade crossing is to be constructed under and in accordance with provisions of the Acquisition and Improvement Act of 1925, and the cost of the construction thereof assessed against the property in the district designated and described in the said Improvement proceedings, and the City of San Diego has advised the Railroad Commission of the State of California that it will bear the entire cost of construction and maintenance of said undergrade crossing, and

WHEREAS, on the 17th day of January, 1927, the said Railroad Commission of the State of California made its written order, being Decision No. 17909 in Application No. 13155, authorizing construction of said undergrade crossing on said 47th Street in the City of San Diego, which said order provides that a copy of Agreement between the interested parties relative to the cost of construction and maintenance of said undergrade crossing shall be filed with it, and

WHEREAS, by resolution and act of the Common Council of the City of San Diego, said proceeding for the construction of said undergrade crossing has been instituted and the

said undergrade crossing has been constructed and completed, and the cost thereof assessed against the property in district described in said proceeding, and will be paid for by the property owners in the said district in the manner and form required in said Act, and WHEREAS, no provision has been made for the future maintenance of said undergrade crossing.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits received and to be received by the parties hereto, the parties hereto hereby agree each with the other as follows, to-wit:

That the San Diego and Arizona Railway Company shall at its expense and cost maintain only the superstructure above the concrete abutments of said undergrade crossing.

The City of San Diego at its expense shall maintain concrete abutments, sidewalks and roadway between abutments and all else pertaining to said undergrade crossing except said superstructure above the concrete abutments, and shall also be responsible for and take care of the drainage of water flowing down and along the highway, or through or into said undergrade crossing.

IN WITNESS WHEREOF the parties hereto have herewith executed this agreement the day and date herein first mentioned, the party of the first part by its Mayor pursuant to resolution of Common Council authorizing him to execute said contract for and on behalf of said City of San Diego, and party of the second part by its President, attested by its Secretary.

CITY OF SAN DIEGO
By HARRY C. CLARK
MAYOR

SAN DIEGO AND ARIZONA RAILWAY COMPANY
By A. T. MERCIER
PRESIDENT.

(SEAL) Attest:

L. J. MASSON

Secretary.

I hereby approve the form of the foregoing Agreement, this 20th day of February, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego & Arizona Railway Co. for Crossing at 47th Street, as contained in Document No. 221276.

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

By Helen M. Willig Deputy.

LEASE.

THIS AGREEMENT, made and entered into this 19th day of March, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called 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. 11557 of the ordinances of said City, 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 the following described property in The City of San Diego, County of San Diego, State of California, to-wit:

All of Pueblo Lots 1269 and 1304, and the north half of Pueblo Lot 1272 of the Pueblo Lands of said City.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for a term commencing on the first day of January, 1928, and ending on the 31st day of December, 1928, at a rental for said period of three hundred dollars (\$300.00), payable in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for grazing purposes only; and if said land is used for other purpose than as herein specified, the said lease may be terminated.

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

It is further understood and agreed by and between the parties hereto that this lease may be terminated at any time prior to the expiration thereof, upon thirty days' notice by the City.

And said Lessee does hereby further 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, 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 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. SICH, Deputy.

J. J. RICHERT
Lessee.

I hereby approve the form of the foregoing Lease, this 26th day of January, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease to J. J. Richert, as contained in Document No. 221346.

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

By Helen M. Willig Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC TANK & PIPE COMPANY, DEPARTMENT 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 ONE THOUSAND TWO HUNDRED SIXTY Dollars (\$1260.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of March, 1928.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver -

2,000 - 1/2" galvanized pipe bands for 40" wood stave pipe;
3,000 - 5/8" Black " " " 34" " " "

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, President
Principal.

(SEAL) ATTEST:
OSCAR W. WEIBEL
Secretary.

By

UNITED STATES FIDELITY AND GUARANTY COMPANY
H. V. D. JOHNS Its Attorney in Fact
Surety.

I hereby approve the form of the within Bond, this 20th day of March, 1928.

JAMES E. O'KEEFE
City Attorney.

By H. B. DANIEL
Deputy City Attorney.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss:

On this 17th day of March in the year one thousand nine hundred and Twenty-eight, before me, Agnes L. Whyte, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. V. D. Johns, 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 H. V. D. Johns duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

AGNES L. WHYTE
Notary Public in and for Los Angeles County,
State of California.

(SEAL) Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of March, 1928.

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.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 26th day of March, 1928, 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, DEPARTMENT 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:

3,000 - 5/8" x 11'0-3/4" mild black steel pipe bands for 34" inside diameter wood stave pipe, with cold rolled upset thread with hexagon nut and washer each end, together with one black malleable iron shoe, and
2,000 - 1/2" - 2 piece - mild steel pipe bands for 40" inside diameter wood stave pipe, each band consisting of two sections 6'4" long and cold rolled upset thread and washer each end, together with two malleable iron shoes, the bands and shoes to be hot galvanized after threading and bending;

In accordance with the plans and specifications therefor on file in the Office of the Superintendent of the Purchasing Department of said City. Delivery f.o.b. cars, San Diego, California.

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

3,000 - 5/8" blk pipe bands for 34" wood stave pipe,-----\$.88 \$2,640.00
galvanized
2,000 - 1/2" / " " " 40" " " " ,-----\$1.20 \$2,400.00

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:

3,000 - 5/8" blk pipe bands for 34" wood stave pipe,----\$.88 \$2,640.00

galvanized
2,000 - 1/2" / " " " 40" " " " ,----\$1.20 \$2,400.00

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.

(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

(SEAL)

ATTEST:

OSCAR W. WEIBEL, Secretary

PACIFIC TANK AND PIPE CO.
Department of
TILDEN LUMBER AND MILL CO.
E. M. TILDEN, Pres.
Contractor.

I hereby approve the foregoing contract, this 20th day of March, 1928.

JAMES E. O'KEEFE
City Attorney.

By H. B. DANIEL
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Pacific Tank and Pipe Co. Department of Tilden Lumber and Mill Co. with the City of San Diego. Being Document No. 221495.

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

By Helen M. Willig Deputy.

SUPPLEMENTAL AGREEMENT

TO THE COMMON COUNCIL OF THE CITY OF SAN DIEGO.

Gentlemen:

The undersigned record owners of the Prentice ranch and also signers of that certain option dated July 22nd, 1926, wherein the City of San Diego was granted an exclusive option to purchase lands fully described in Article two of said option, and the city of San Diego now being desirous of purchasing said lands, the undersigned owners agree, upon the payment by the City of San Diego of the sum of Seventy Thousand (\$70,000.00) Dollars in gold coin of the United States, to be paid and placed in escrow with the Union Title Insurance Company of said city within 15 days from date hereof, to sell and convey the said lands described in said option and to furnish to the City of San Diego a certificate of Title from the Union Title Insurance Company showing a merchantable title, subject only to the easements referred to in Article three, paragraph "C" of said option, being easements for roads and public utilities prior to this date. Upon the delivery of said deed and Certificate of Title said money to be paid by said escrow agent to the undersigned.

It is understood and agreed that the undersigned shall have thirty days from and after the paying and placing in escrow of the said sum of \$70,000.00 within which to deliver said deed and Certificate of Title, and that the deed to the above mentioned land shall include and carry the riparian rights to pump from the sands of the river on the San Dieguito River not only the riparian rights of said land above mentioned, but all riparian rights of the entire Prentice ranch, and it is understood and agreed that said deed shall also release all exceptions and reservations made in the aforesaid option to the said owners of the right to use existing wells, pipe lines, pumping plants, reservoirs, and rights of way for roads and electric lines.

Dated at San Diego, California, this 20th day of March, 1928.

JANET ELEANOR PRENTICE
JANET ELIZABETH PRENTICE
HELEN SHELDON GLITHERO
formerly Helen Sheldon Prentice
GEORGE G. PRENTICE, GUARDIAN
of person & Estate of Hillyer
Prentice

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy City Clerk

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

I hereby approve the form of the foregoing Agreement this 20th day of March, 1928.

JAS. E. O'KEEFE
City Attorney of the City of
San Diego.

Hon. James E. O'Keefe,
City Attorney,
San Diego, Calif.

Dear Sir:

In consideration of the owners of Prentice Ranch releasing all pumping rights and use of wells now on San Dieguito River, they are to be granted two years time in which to remove all nursery stock now on the property about to be transferred to the City, and that they have reserved to them the right to use the pumping outfit and existing wells to pump sufficient water for the twenty-five acre nursery piece; all rights to the pumping plant and land to cease and terminate within two years from date.

Dated at San Diego, California, this 19th day of March, 1928.

JANET ELEANOR PRENTICE
JANET ELIZABETH PRENTICE
HELEN SHELDON GLITHERO
formerly Helen Sheldon Prentice
GEORGE G. PRENTICE Guardian of
person & Estate of Hillyer Prentice.

ACCEPTED:

JAS. E. O'KEEFE
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement of Jeannett Elenor Prentice et al for Purchase of Lands, with the City of San Diego. Being Document no. 221727 $\frac{1}{2}$.

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

By Helen M. Willig Deputy.

LEASE

THIS INDENTURE OF LEASE made and entered into this 21st 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 the Harbor Commission of The City of San Diego pursuant to Ordinance No. 9954 of the ordinances of said City, approved May 20th, 1925, as Lessor, and BENSON LUMBER COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

TRACT NO. 1. Beginning at the point of intersection of the southwesterly line of the right-of-way of the Atchison, Topeka and Santa Fe Railway with the southwesterly prolongation of the center line of 16th Street in Mannasse & Schiller's Subdivision; thence southwesterly along the southwesterly prolongation of the center line of said 16th Street to the United States Bulkhead Line, as established in 1912; thence southeasterly along said Bulkhead Line to an intersection with a line drawn parallel to and distant 45 feet northwesterly from the southwesterly prolongation of the northwesterly line of Beardsley Street; thence northeasterly along a line parallel to and distant 45 feet northwesterly from the southwesterly prolongation of the northwesterly line of Beardsley Street to the line of Mean High Tide; thence northwesterly along the line of Mean High Tide to the southwesterly line of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company; thence northwesterly along the southwesterly line of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company to the place of beginning;

TRACT NO. 2. Beginning at the point of intersection of the United States Bulkhead Line as established in 1912 with the southwesterly prolongation of the center line of 16th Street in Mannasse and Schiller's Subdivision; thence southwesterly along the southwesterly prolongation of the center line of said 16th Street to an intersection with the United States Pierhead Line as established in 1912; thence southeasterly along said Pierhead Line to an intersection with a line drawn parallel to and distant 45 feet northwesterly from the southwesterly prolongation of the northwesterly line of Beardsley Street; thence northeasterly along a line parallel to and distant 45 feet northwesterly from the southwesterly prolongation of the northwesterly line of Beardsley Street to an intersection with the United States Bulkhead Line; thence northwesterly along the said Bulkhead Line to the place of beginning.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee for a term of ten (10) years commencing on the 21st day of June, 1925, and terminating on the 21st day of June, 1935, unless sooner terminated as herein provided, at the following rentals:

Two hundred twenty-five dollars (\$225.00) per month, payable in advance on the first day of each and every month during the term of said lease.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental, subject to the foregoing provisions, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of said Common Council and said Harbor Commission and said City to readjust and increase the rental of said premises at any time as herein provided.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

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

The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right-of-way for a municipal belt line of railway tracks, which said right-of-way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel to the United States Bulkhead Line; it being specifically

agreed and understood by the parties hereto that nothing in this lease contained is intended, or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right-of-way.

That nothing herein contained shall limit the power of The City of San Diego to build, maintain, own and operate any railroad or railroads across said right-of-way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right-of-way; provided that such person or corporation granted such franchise by The City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. That said Lessee shall 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.

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

(1) That the demised premises shall be used for the following purposes, and none other:

(a) Tract No. 1 shall be used for the carrying on of a general manufacturing, wholesale and retail lumber business.

(b) Tract No. 2 shall be used for the erection, construction and maintenance thereon of a wharf; which said wharf, together with all buildings and improvements erected or placed upon said premises, shall be subject to the approval of the said Harbor Commission, and shall comply with all the ordinances of The City of San Diego.

(2) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove at its own cost and expense from said premises any wharf erected by it thereon.

(3) That the right is hereby expressly reserved by and to the Common Council of the said City of San Diego and the Harbor Commission of said City at any time to change the boundaries of the land hereby leased, and to open streets through said premises, in accordance with any plan of harbor improvement adopted by the Common Council of said City.

(4) That the 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 may be reclaimed by said Lessee as may be required of it by the Harbor Commission of said City; and that the cost of making such provision for the disposal of storm waters shall be borne wholly by the said Lessee. It being further understood and agreed that there shall be no filling or reclaiming on the part of the Lessee of any portion of the tide lands hereby leased with material other than material removed from the bottom of the Bay of San Diego.

(5) That the business of said Lessee to be conducted upon said premises shall be that of a general manufacturing, wholesale and retail lumber business, including the maintenance of wharf or dock facilities therefor.

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

(7) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(9) In the event that the Lessee shall fail to establish and maintain a general manufacturing, wholesale and retail lumber business, including the maintenance of wharf or dock facilities therefor, upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

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

(SEAL)

ATTEST:

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

(SEAL)

ATTEST:

C. H. WOODWARD

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, California. LESSOR.

BENSON LUMBER CO., LESSEE

By FRANK LYNCH, President.

I hereby approve the form of the foregoing Indenture of Lease, this 28th day of January, 1928.

JAMES E. O'KEEFE

City Attorney

By H. B. DANIEL

Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Benson Lumber Co. on certain Tidelands.

Being Document No. 222403.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

UNDERGROUND CROSSING AGREEMENT

THIS AGREEMENT, made the first day of February, 1928 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 a pipe line in and across the right of way of said Railway Company hereinafter termed "structure", for conveying sewage, said structure to be constructed beneath property of Licensor, at a depth specified by Licensor, at or near San Diego (43rd St.) (Market St. Addition) 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:

Beginning at the southeasterly corner of Lot 7, Block 9, said Market Street Addition; thence southerly along the southerly prolongation of the easterly line of said Lot 7, a distance of 16.36 feet to a point; thence South 23 degrees 44 minutes West, a distance of 15.00 feet to a point on the northeasterly line of said Railway right of way, the TRUE POINT OF BEGINNING; thence continuing South 23 degrees 44 minutes West, a distance of 50.00 feet to a point on the southwesterly line of said Railway right of way.

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.
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 Licensor may perform such work at cost of Licensee, which cost Licensee agrees to pay to Licensor 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 Licensor, 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 Licensor.
7. Should Licensor 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 Licensor.
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 Licensor 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 Licensor at the expense of Licensee; which expense Licensee agrees to pay to Licensor 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 Licensor should be let to Contractor by Licensee, such work shall not be begun until such Contractor shall have first entered into an agreement with Licensor, satisfactory to Licensor, and indemnifying Licensor from and against all claims, demands, cost, loss, damage 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 Licensor, a good and sufficient reliable Surety Company bond in such amount as may be specified by Licensor for the faithful performance of all the terms, covenants, conditions and stipulations contained in said agreement to be entered into with Licensor by said Contractor, as here in this paragraph provided; the form of said bond to be satisfactory to Licensor.
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 Licensor all notaries' and recorders' fees necessarily expended by Licensor for the purposes prescribed by the laws of the State in which said property is situated, in the protection of Licensor's interests in and to said premises.
13. In case Licensor 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 Licensor 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.

(SEAL)

ATTEST: L. J. MASSON, Secretary

(SEAL)

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

SAN DIEGO AND ARIZONA RAILWAY
COMPANY,

BY A. T. MERCIER, President and
General Manager, Licensor.

CITY OF SAN DIEGO

Licensee

By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL

On this 31st day of March, 1928, before me, William G. Daniels a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A. T. MERCIER, known to me to be the President and L. J. MASSON 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)

My Commission expires
February 7, 1932.

WILLIAM G. DANIELS
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 Underground Crossing Agreement between the S.D. & A. Ry and the City of San Diego. Being Document No. 222489.

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

By August M. Hadstrom Deputy.

UNDERGROUND CROSSING AGREEMENT

THIS AGREEMENT, made the first day of February, 1928 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 One six-inch pipe line in and across the right of way of said Railway Company hereinafter termed "structure", for conveying water, said structure to be constructed beneath property of Licensor, at a depth specified by Licensor, at or near San Diego (Cavin and "K" Streets) 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:

Beginning at the intersection of the south line of Market Street Addition with a line drawn parallel with and distant 10.00 feet northeasterly from the southeasterly prolongation of the southwesterly line of K Street; thence North 52 degrees 18 minutes East, a distance of 22.77 feet to an intersection with the southwesterly line of said Railway right of way, the TRUE POINT OF BEGINNING; thence continuing North 52 degrees 18 minutes East, a distance of 56.93 feet to an intersection with the northeasterly line of said Railway right of way.

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.

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 Licensor may perform such work at cost of Licensee, which cost Licensee agrees to pay to Licensor 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 Licensor, 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 Licensor.

7. Should Licensor 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 Licensor.

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 Licensor 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 Licensor at the expense of Licensee, which expense Licensee agrees to pay to Licensor 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 Licensor should be let to Contractor by Licensee, such work shall not be begun until such Contractor shall have first entered into an agreement with Licensor, satisfactory to Licensor, and indemnifying Licensor from and against all claims, demands, cost, loss, damage 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 Licensor, a good and sufficient reliable Surety Company bond in such amount as may be specified by Licensor for the faithful performance of all the terms, covenants, conditions and stipulations contained in said agreement to be entered into with Licensor by said Contractor, as here in this paragraph provided; the form of said bond to be satisfactory to Licensor.

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 Licensor all notaries' and recorders' fees necessarily expended by Licensor for the purposes prescribed by the laws of the State in which said property is situated, in the protection of Licensor's interests in and to said premises.

13. In case Licensor 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 Licensor reasonable attorney fees in addition to the amount of judgement 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:

(SEAL)
ATTEST:
L. J. MASSON, Secretary

SAN DIEGO AND ARIZONA RAILWAY
COMPANY,
By A. T. MERCIER, President and
General Manager. Licensor.

(SEAL)
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

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

On this 31st day of March, 1928, before me, William G. Daniels a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A. T. MERCIER known to me to be the President and L. J. MASSON 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) WILLIAM G. DANIELS

My commission expires
February 7, 1932.

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 Underground Crossing Agreement, between the S.D. & A. Ry. and the City of San Diego. Being Document No. 222495.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That C. S. HARPER, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FIFTY DOLLARS (\$1050.00), 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 ninth day of April, 1928.

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 implement shed and stables in the San Diego Zoological Gardens, 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.

(SEAL)
ATTEST:
HARRY E. HUGHES

C. S. HARPER, Principal.
MASSACHUSETTS BONDING AND
INSURANCE CO., Surety.
By THEO CASTLE

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

On this 9th day of April A.D. 1928 before me, Valeria Munter, a Notary Public in and for the County of San Diego personally appeared THEO. CASTLE, 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.
(SEAL) VALERIA MUNTER

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

I hereby approve the form of the within Bond, this 9th day of April, 1928.

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 16th day of April, 1928.

(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.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That

C. S. HARPER, 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 hereinafter mentioned, in the sum of TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100.00), 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 ninth day of April, 1928.

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. S. HARPER, 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 implement shed and stables in the San Diego Zoological Gardens, 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, 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. S. HARPER, Principal.
MASSACHUSETTS BONDING AND
INSURANCE CO. Surety.

(Seal) ATTEST:
HARRY E. HUGHES

By THEO. CASTLE

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

On this 9th day of April A.D. 1928 before me, Valeria Munter, a Notary Public in and for the County of San Diego personally appeared THEO. CASTLE, 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 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.
(SEAL)

VALERIA MUNTER

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

I hereby approve the form of the within Bond, this 9th day of April, 1928.

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 16th day of April, 1928.

(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.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 16th day of April, 1928, 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. S. HARPER 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 implement shed and stables in the San Diego Zoological Gardens, Balboa Park, San Diego, California, in accordance with the revised plans and specifications therefor on file in the Office of the Superintendent of the Purchasing Department of The City of San Diego.

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

The sum of FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00).

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 FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00).
said payments to be made as follows: The Supt. of Parks 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 Supt. of Parks, 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 _____ 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 _____ of said City, or such other 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 Supt. of Parks, 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
L. C. MAIRE
S. P. MC MULLEN
E. H. DOWELL
FRANK W. SEIFERT

Members of the Common Council

C. S. HARPER, Contractor.

I hereby approve the form of the foregoing Contract this 9th day of April, 1928.

JAS. E. O'KEEFE, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with C. S. Harper and City of San Diego. Being Document No. 222573.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That JACK REAVIS, 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 EIGHT HUNDRED FIFTEEN DOLLARS (\$815.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of April, 1928.

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 - Stewart 2-1/2 ton motor truck, equipped with 10 gauge metal removable water tank of 800 gallon capacity, equipped with baffle plates and gravity pressure sprinkler attachments of standard make of two nozzles, 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.

JACK V. REAVIS, Principal.
MARYLAND CASUALTY COMPANY,
Surety.

By F. F. EDELEN
(F.F.Edelen) Its Attorney-in-Fact.

(Seal)

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

On this 13th day of April 1928, 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) CLARENCE A. MOORE

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this _____ day of _____ 192__.

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 16th day of April, 1928.

(SEAL)

ATTEST:

BY 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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 16th day of April, 1928, 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 JACK REAVIS 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 - Stewart 2-1/2 ton motor truck, equipped with ten gauge metal removable water tank of 800 gallon capacity, equipped with baffle plates and gravity pressure sprinkler attachments of standard make of two nozzles. Additional equipment to include cab, curtains, windshield, electric lights and starter, heavy duty ten hole Budd disc wheels with not smaller than 34x 7 pneumatic tires, dual rear, of standard make, and high tension magneto of standard make; four speeds forward and one reverse transmission and wheelbase of not less than 165 inches. Delivery f.o.b. San Diego.

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 TWO HUNDRED FORTY-EIGHT AND 88/100 DOLLARS (\$3248.88).

Said contractor agrees to begin delivery of said material within fourteen days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 19__.

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 TWO HUNDRED FORTY-EIGHT AND 88/100 DOLLARS (\$3248.88).

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)

THE CITY OF SAN DIEGO

ATTEST: APR. 16 1928
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

JACK V. REAVIS, Contractor.

I hereby approve the form of the foregoing contract, this _____ day of _____
192__.

JAS. E. O'KEEFE, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract between Jack V. Reavis and the City of San Diego. Being Document No. 222643.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That FEDERAL MOTOR COMPANY, as Principal and
MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the
laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO,
a municipal corporation in the County of San Diego, State of California, in the sum of NINE
HUNDRED NINETY-FIVE DOLLARS (\$995.00), 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 April, 1928.

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 - six cylinder Federal motor truck,
in accordance with the plans and specifications referred to in said contract, and for the
contract price therein set forth.

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

ATTEST:

FEDERAL MOTOR CO.
ANDREW WOODS, Principal
MARYLAND CASUALTY COMPANY, Surety
By GEO. D. EASTON,
(GEO.D.EASTON) Its Attorney-in-Fact.

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

On this 13th day of April 1928, 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 known to me to be the person whose name is sub-
scribed 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 GEO. D. EASTON 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)

CLARENCE A. MOORE

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this _____ day of _____
19__.

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 16th day of April, 1928.

(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.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California,
this 13 day of April, 1928, by and between The City of San Diego, a municipal corporation in
the County of San Diego, State of California, the party of the first part, and hereinafter
sometimes designated as the City, and FEDERAL MOTOR 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 con-
tractor by said City, in manner and form as hereinafter provided, said contractor hereby
covenants and agrees to and with said City to furnish and deliver to said City:

1 - Model 3-B-6 Federal motor truck, carrying capacity 8000 to 10,000 pounds;
equipped with three yard Woods underbody hoist and low side steel body; cab,
curtains, windshield, electric lights and starter, heavy duty ten hole Budd
disc wheels with not smaller than 34x 7 pneumatic tires, dual rear, of standard
make; not less than four speeds forward and one reverse transmission and a min-
imum wheelbase of 170 inches. Delivery f.o.b. San Diego.

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 SEVENTY and 13/100 DOLLARS (\$3970.13).

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 April, 1928.

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 SEVENTY and 13/100 DOLLARS (\$3970.13).

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: Apr. 16, 1928.

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.

FEDERAL MOTOR CO.
ANDREW WOODS, Contractor.

I hereby approve the form of the foregoing contract, this 1928 day of JAS. E. O'KEEFE, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the Federal Motor Company and the City of San Diego. Being Document No. 222646.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That U. S. CAST IRON PIPE & FOUNDRY COMPANY, BLACK & PENN MACHINERY COMPANY, Agents, 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 THREE HUNDRED THIRTY-SIX DOLLARS (\$336.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds, itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of April, 1928.

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 1400' - 8" Class C, sand cast B&S pipe, in five-meter lengths, f.o.b. dock, 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.

U.S. CAST IRON PIPE AND FDY CO.
R. W. MARTINDALE, Pac Coast Mgr.
Principal.

(Seal)

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, Surety
By D. ELMER DYER, Attorney in Fact.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF SAN FRANCISCO,) ss.

On this 6th day of April in the year One Thousand Nine Hundred and Twenty-eight, 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 D. ELMER DYER 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)

My Commission Expires
September 13, 1931.

LULU A. GODSIL
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 1928 day of 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 16th day of April, 1928.

(SEAL)
ATTEST:
By 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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 6th day of April, 1928 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, BLACK & PENN MACHINERY CO., Agents 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:
1400 feet - 8", Class "C", sand cast B&S pipe, in five-meter lengths; F.o.b. dock
San Diego, California.

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:
1400' - 8" Class "C", sand cast B&S pipe, per foot, - - - -\$0.9594
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 25th day of May, 1928.

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:

1400' - 8" Class "C", sand cast B&S pipe, per foot, - - - -\$0.9594.
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.

ATTEST: APR 16 1928
(SEAL)
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

U. S. CAST IRON PIPE AND FOUNDRY CO.
R. W. MARTINDALE, PAC COAST MGR.
Contractor.

I hereby approve the form of the foregoing contract, this _____ day of _____ 192__.

JAS. E. O'KEEFE, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the U. S. Cast Iron Pipe & Foundry Co. and the City of San Diego. Being Document No. 222728.

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

CONTRACT
UNDERTAKING FOR STREET LIGHTING.
NEWPORT AVENUE LIGHTING DISTRICT NO. 2.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED AND FIVE DOLLARS (\$105.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of April, 1928.
WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon NEWPORT AVENUE, between the northwesterly curb line of Sunset Cliffs Boulevard and the southeasterly curb line of Cable Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,
NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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: (Seal)
B. J. SCHAEFER
Resident Assistant Secretary
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO.) ss.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER
Principal.
THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS
Surety, Resident Vice President

On this 14th day of April, in the year nineteen hundred twenty-eight, 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 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 foregoing Undertaking this 14th day of April, 1928.

JAMES E. O'KEEFE

City Attorney.

By ARTHUR L. MUNDO

Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 45019 passed and adopted on the 2nd day of April, 1928, require and fix the sum of \$105.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

(Seal)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

NEWPORT AVENUE LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 14th day of April, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 NEWPORT AVENUE, between the northwesterly curb line of Sunset Cliffs Boulevard and the southeasterly curb line of Cable 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 one day from and after the 13th day of August, 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 for Newport Avenue Lighting District No. 2", filed January 14, 1928 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 eighty and 63/100 dollars (\$80.63), 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 \$0.23, to cover the additional one day 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 three hundred and twenty-two and 49/100 dollars (\$322.49), 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 the "Newport Avenue Lighting District No. 2 Fund", each of said monthly warrants to be drawn for the sum of \$26.80, and one warrant for the sum of \$0.89, to cover the additional one day of said term.

And it is further mutually agreed that no part or portion of said sum of three hundred and twenty-two and 49/100 dollars (\$322.49) shall be paid out of any other fund that said special fund designated as "Newport 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 in pursuance of said Act and assessment has been levied for said sum of three hundred and twenty-two and 49/100 dollars (\$322.49).

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 eighty and 63/100 dollars (\$80.63), 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)

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER

ATTEST:

M. B. FOWLER

THE CITY OF SAN DIEGO.

(SEAL) Apr. 16, 1928.

By

ATTEST:

By ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

I hereby approve the form of the foregoing Contract, this 14th day of April, 1928.

JAMES E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between San Diego Consolidated Gas & Electric Company, and the City of San Diego. Being Document No. 222730.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadad* Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of May, 1928, 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, acting by and through a majority of the members of the Common Council of said City, and C. L. CUTLER, of the City of San Diego, California, the party of the second part, WITNESSETH:

WHEREAS, the party of the second part did, on the 29th day of March, 1928, run into and destroy a traffic signal at Thirtieth Street and University Avenue, in the City of San Diego; and

WHEREAS, the said party of the first part has a claim against the said party of the second part for the sum of one hundred sixty-five dollars (\$165.00), being the value of said traffic signal;

NOW, THEREFORE, for and in consideration of the party of the second part paying to the party of the first part the sum of one hundred sixty-five dollars (\$165.00), in ten equal installments of sixteen and 50/100 dollars (\$16.50), the payment of the first installment to be made upon the signing of this agreement, and the remaining installments to be paid on or before the first day of each and every following month, until paid, the party of the first part will release said party of the second part from said claim.

IN WITNESS WHEREOF, this agreement 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 party of the second part 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.
C. L. CUTLER
Party of the Second part.

I hereby approve the form of the foregoing agreement this 28th day of April, 1928.

JAS. E. O'KEEFE
City Attorney.
By HARRY S. CLARK, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with C. L. Cutler for the payment of damages done to Traffic Signal at 30th & Univ. Ave. and the City of San Diego. Being Document No. 223658.

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 ED. D. BARCLAY, 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 Two thousand two hundred thirty Dollars (\$2,230.00), 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 27th day of April, 1928.

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 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, installation and completion of, and to construct, install and complete the extension of the Kalmia Street Storm Drain, as required by 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:

(SEAL)
ATTEST:

ED. D. BARCLAY, Principal.
NEW YORK INDEMNITY COMPANY, Surety.
M. J. WHITE, Attorney-in-Fact.

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

On this 27th day of April in the year one thousand nine hundred and twenty-eight 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 he subscribed the name of NEW YORK 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)

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

I hereby approve the form of the within Bond, this 28th day of April, 1928.

JAMES E O'KEEFE
City Attorney.

By H. B. DANIEL
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of April, 1928.

(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.

KNOW ALL MEN BY THESE PRESENTS, That ED. D. BARCLAY, 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, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand one hundred fifteen Dollars (\$1,115.00), 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 April, 1928.

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, installation and completion of, and to construct, install and complete the extension of the Kalmia Street Storm Drain, as required by 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: ED. D. BARCLAY, Principal.
(SEAL) NEW YORK INDEMNITY COMPANY, Surety
ATTEST: By M. J. WHITE, Attorney-in-fact.

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

On this 27th day of April in the year one thousand nine hundred and Twenty-eight 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. LILLCRAP.
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 April, 1928.

JAMES E. O'KEEFE, City Attorney
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of April, 1928.

(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 (Kalmia Street Storm Drain.)

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 30th day of April, 1928, 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, of The City of San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction, installation and completion of, and to construct, install and complete the extension of the Kalmia Street Storm Drain, as required by and in accordance with the plans, profiles and specifications therefor on file in the office of the City Clerk of The City of San Diego, and marked Document No. 223203.

Said contractor hereby agrees to do and perform all of said work, and to accept as full compensation therefor, the sum of eight and 25/100 dollars (\$8.25) per lineal foot of said storm drain.

It is further understood and agreed as follows:

1. The Notice to Contractors, Instructions to Bidders, Proposal, Specifications and Plans are understood to be a part of this contract.
2. Whenever the words "City," "Engineer," or "Contractor," are used in this agreement, they shall be mutually understood to refer to The City of San Diego, the Engineer representing the Harbor Department, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.
3. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the specifications; or should further explanations or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.
4. The Contractor for said storm drain extension shall commence work within thirty (30) calendar days after the signing of this agreement by The City of San Diego, and shall complete said work within sixty (60) calendar days after the signing of this agreement by The City of San Diego.
5. It is further stipulated and agreed that time is the essence of this contract, and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being

impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of Twenty dollars (\$20.00) per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by The City of San Diego, and that said Contractor will pay to the said City, as liquidated damages, the sum of Twenty dollars (\$20.00) for each and every day's delay in the completion of the work beyond the time allowed herein, and said Contractor agrees to pay said liquidated damages as herein provided and agrees that in case the same are not paid said City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this contract.

6. Said Contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council, shall have the absolute right, without notice and at its election, to at once terminate and cancel this contract for any delay in prosecuting the work as agreed or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this contract shall not be any excuse or defense whatsoever, to the right of The City of San Diego to terminate the contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract, or after advertisement, as The City of San Diego, acting by a majority of the members of its Common Council may determine, and this right is hereby given to said City of San Diego.

7. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which he has no control, he shall have no claim for damages therefor, but he may be given such extension of the time specified herein for the prosecution and completion of the work as The City of San Diego, acting by a majority of the members of its Common Council decide is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.

8. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by The City of San Diego, nor to injure their work, and shall promptly make good at his own expense any injury to such work, workmen or contractors by his act or omission. Any differences or conflicts which may arise between the Contractor and other contractors or the workmen of the City in regard to their respective work shall be adjusted and determined by the Engineer.

9. The Contractor shall constantly give his personal attention to the faithful prosecution of the work, he shall keep the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the whole or any part thereof without the consent or authorization of the Common Council of The City of San Diego. With his request to the Common Council of The City of San Diego for permission to sublet or assign the whole or any part of the herein required work, he shall file a copy of the contract which he proposes to enter into for subletting or assigning the whole or any part of the herein required work, and he shall state the name and place of business of such sub-contractor as he intends employing, together with such other information as will enable the Common Council of The City of San Diego to determine the responsibility and standing of said sub-contractor.

No sub-contract will be considered unless the original contract between the contractor and The City of San Diego is made a part thereof, nor unless it appears to the Common Council of The City of San Diego that the proposed sub-contractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete said work in accordance with these specifications, and to the satisfaction of the Common Council of the City of San Diego.

No sub-contract shall relieve the Contractor of any of his liabilities or obligations under this contract. He shall not, either legally or equitably, assign any of the moneys payable under this contract or his claim thereto unless with the like consent of the Common Council of The City of San Diego.

10. The Contractor shall maintain an office equipped with telephone instruments connected with local and long distance telephone in The City of San Diego, during the continuance of his contract, and shall have in said office at all times between 8:30 A. M. and 5:00 P. M. (Sundays and legal holidays excepted) a representative authorized to receive drawings, notices, letters or other communications, and such drawings, notices, letters or other communications given to or received by such representative shall be deemed to have been given to and received by the Contractor.

11. The delivering at or mailing to the Contractor's office in The City of San Diego (written notice of which address shall be given to the Common Council of The City of San Diego within ten(10) days of the date of the contract), or the delivering to the Contractor in person or to his authorized representative in said City of San Diego of any drawing, notice, letter or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

12. The Contractor shall be required to have and keep in full force and effect at all times while doing any of the work herein provided, ample and sufficient insurance to meet all obligations of said contractor that may or could arise under and pursuant to the terms of that certain act, entitled, "The Workmen's Compensation, Insurance and Safety Act," and shall at all times, on demand of said Common Council, exhibit to said Common Council such insurance policies as he, said Contractor, may hold in the fulfillment of this requirement, and in the event that there shall be a disagreement between the Contractor and said Common Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Common Council in that behalf and shall provide sufficient insurance to meet such determination of said Common Council.

13. Should the Common Council of The City of San Diego, in connection with the work herein specified, require any work to be done or material to be furnished which is not now contemplated or provided for in this Contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, it may call upon and order the Contractor to perform such additional work, or to reduce the amount of the work, and the same shall not in any way affect the validity or make void this contract. The amount of such added or omitted work or materials shall be agreed upon in writing and shall be paid for at the agreed price or at actual necessary cost, as determined by the Engineer, and approved by the Common Council, plus fifteen per cent. (15%) profit. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for office expenses, general superintendence or other general expenses. The amount of such added or omitted work or material shall be added to or deducted from the amount of the Contract as the case may be, and this Contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extent thereof; provided, however, that should any such alterations or deviations in, additions, to or omissions from said Contract, drawings and specifications be made, then the Contractor shall be entitled to such an extension of time for the completion of this Contract as may be necessary, in the opinion of the Engineer, to complete the work required by such alterations or deviations in, or omissions from, said Contract, drawings or specifications. Such work shall be classed as "added" or "reduced" work,

and must be authorized by the Engineer and approved by the Common Council in the form of a "Change Order," and accepted by the Contractor in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

14. Progress estimates, based on the contract price, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate, and upon approval of the estimate, eighty-five per cent. (85%) thereof shall be paid by said City to the contractor in warrants drawn upon the proper fund of said City, and fifteen per cent. (15%) shall be retained by the City until the final acceptance of the work, as provided in Section 15 hereof.

15. FINAL INSPECTION, ESTIMATE, ACCEPTANCE AND PAYMENT. Whenever, in the opinion of the Engineer, the Contractor shall have completed the entire 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, replacements, or renewals, he will certify to the City in writing as to such completion, and will further certify as to the entire amount of work performed, including extra work, and as to the value thereof. The City, upon receipt of said certificate, will in turn certify the aforesaid certificate or estimate through proper channels for payment, and will notify the Contractor and his surety of the acceptance of the work.

At the expiration of thirty-five (35) days from the date of acceptance of the work by the Common Council of said City, and when a release of all claims against the City, under or by virtue of the Contract, has been executed by the Contractor and filed with the Engineer, final payment, including the sum of money withheld as above specified, will be made of any balance due the Contractor, less the aggregate amount of liens, if any, on file under or pursuant to this Contract.

16. Said Contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

17. 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.

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

IN WITNESS WHEREOF, The City of San Diego, party of the first part herein, has caused this instrument to be executed by a majority of the members of the Common Council of said City, thereunto duly authorized, and the said Contractor has hereunto subscribed his name the day of _____ and year first hereinabove 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.

ED D. BARCLAY

Contractor, Party of the Second Part.

I hereby approve the form of the foregoing Contract this 28th day of April, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Bonds between Ed D. Barclay and the City of San Diego. Being Document No. 223470 1/2.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Madson* Deputy.

SUPPLEMENTAL AGREEMENT.

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 30th day of April, 1928, by and between RAY TRUSSELL and MAY R. TRUSSELL, husband and wife, hereinafter referred to as the "Owners," and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," WITNESSETH:

WHEREAS, heretofore on the 26th day of April, 1927, said parties entered into a certain agreement and option, relating to the purchasing or acquiring of certain lands therein described, and which lands are located in the San Pasqual Valley, in the County of San Diego, State of California, and are described as follows:

The West Half (W.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; together with all permanent improvements such as are affixed to the land, all appurtenances, and all material things which are immovable.

AND WHEREAS, it is the purpose and desire of said parties at this time, in consideration of the premises, to enter into a supplemental agreement interpreting, modifying and adding to in certain particulars the said contract so entered into on the 26th day of April, 1927;

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED between the said parties that there shall be added to Article IV, Paragraph (B) of said Agreement, a paragraph which shall be referred to as Paragraph (B-1), the same to read as follows:

"(B-1) PROVIDED, further, that said City reserves the right to terminate the lease and all rights of said lessees thereunder by giving to said lessees one year's notice of its intention to so do, said notice to be in writing, and delivered to the lessees in person, or mailed to them at their last known address, which will be set forth in the lease, and which may be changed from time to time by giving the City notice of such change. Said notice of one year may or may not coincide with the rental period, and if the rental term expires during a fractional part of any year, then the rent shall be proportionate for the time during which the premises are actually occupied.

It is mutually understood and agreed that in the interpretation of said agreement entered into on the 26th day of April, 1927, it was intended to mean and does mean that the City has the paramount right at all times during the period of said lease to go upon said lands and pump or divert waters therefrom in any amount, even though such pumping or diversion

would interfere with the supply of water or the water level of the wells of said owner.

It is further understood, and the contract entered into on said 26th day of April, 1927, shall be understood to mean, and was meant to be construed that if the Owners should elect to construct, or cause to be constructed, another pumping plant on said premises the price thereof, not exceeding three thousand dollars (\$3000.00), shall be deducted from the rental as provided in said agreement, and that the Owners will at his own expense maintain and keep in good repair said pumping plant at all times, and on the expiration of the lease, or sooner termination thereof if the City exercises its option to terminate the same, will turn over such pumping plants, together with all other property, to said City, in as good repair and condition as the same was in when constructed, reasonable use, wear, damage by the elements excepted.

The said Contract entered into on the 26th day of April, 1927, shall in all other respects, except as herein modified or construed, be in full force and effect.

It is further understood and agreed that on the payment by said City to the Owners of said property of the sum of twelve thousand eight hundred dollars (\$12,800.00), the option provided for in said agreement shall be extended to and including the 1st day of May, 1929, and all the terms and conditions of said agreement shall be binding upon the said owners and upon the said City, as provided for therein."

IN WITNESS WHEREOF, the Owners have hereunto subscribed their names the day and year first above written, and The City of San Diego, pursuant to a resolution of the Common Council, duly and regularly adopted, has caused this instrument 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.

(SEAL)

ATTEST:

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

RAY TRUSSELL

MAY R. TRUSSELL, Owners.

THE CITY OF SAN DIEGO

By 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 Supplemental Agreement this 28th day of April, 1928.

JAS. E. O'KEEFE, City Attorney.

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

On this 30th day of April, A. D. 1928, before me, Fred W. Sick, 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, State of California, the day and year first hereinabove 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 Supplemental Agreement between Ray Trussell and May R. Trussell with the City of San Diego. Being Document No. 223384.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadsworth* Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That BARCLAY & SCHANIEL, a co-partnership consisting of Ed D. Barclay and P.F. 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 Forty-Four hundred fifty Dollars (\$4450.00), 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 April, 1928.

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 Barclay & Schaniel 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, installation and completion of, and to construct, install and complete Type "A" Bulkhead and Return, namely, a reinforced concrete pre-cast slab and casing type, on the water front in The City of San Diego, as required by 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 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)

BARCLAY & SCHANIEL

By Ed D. Barclay and

P. F. SCHANIEL, Principal.

Members of Co-partnership

NEW YORK INDEMNITY COMPANY, Surety

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

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

On this 27th day of April in the year one thousand nine hundred and twenty-eight 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 28th day of April, 1928.

JAMES E. O'KEEFE, City Attorney

By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of April, 1928.

(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.

KNOW ALL MEN BY THESE PRESENTS, That BARCLAY & SCHANIEL, a co-partnership consisting of Ed D. Barclay and P. F. 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, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand two hundred twenty-five Dollars (\$2,225.00), lawful money of the United State 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 April, 1928.

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, installation and completion of, and to construct, install and complete Type "A" Bulkhead and Return, namely, a reinforced concrete pre-cast slab and casing type, on the water front in The City of San Diego, as required by 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.

BARCLAY & SCHANIEL

By Ed D. BARCLAY and

P. F. SCHANIEL, Principal

Members of Co-partnership

NEW YORK INDEMNITY COMPANY, Surety.

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

(SEAL)

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

On this 27th day of April in the year one thousand nine hundred and twenty-eight 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 28th day of April, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of April, 1928.

(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 .
(Type "A" Bulkhead and Return.)

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 30th day of April, 1928, 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 BARCLAY & SCHANIEL, a co-partnership consisting of Ed D. Barclay and P. F. Schaniel, of The City of San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description (except as otherwise specified), necessary or incidental to the construction, installation and completion of, and to construct, install and complete Type "A" Bulkhead and Return, namely, a reinforced concrete pre-cast slab and casing type, on the water front in The City of San Diego, as required by and in accordance with the plans and specifications therefor on file in the office of the City Clerk of The City of San Diego, bearing Document No. 220977, and endorsed: "Plans and Specifications for Seal Wall between Broadway and E Steets."

Said contractor hereby agrees to do and perform all of said work, and to accept as

full compensation therefor, the sum of thirty-eight and 60/100 dollars (\$38.60) per lineal foot of said bulkhead and return.

It is further understood and agreed as follows:

1. The Notice to Contractors, Instructions to Bidders, Proposal, Specifications and Plans are understood to be a part of this contract.

2. Whenever the words "City," "Engineer," or "Contractor" are used in this agreement, they shall be mutually understood to refer to The City of San Diego, the Engineer representing the Harbor Department, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.

3. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the specifications, or should further explanation or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

4. The Contractor for the bulkhead and return shall commence work within thirty (30) calendar days after the signing of this agreement by The City of San Diego, and shall complete said work within ninety (90) calendar days after the signing of this agreement by The City of San Diego.

5. It is further stipulated and agreed that time is the essence of this contract, and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of Fifty dollars (\$50.00) per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by The City of San Diego, and that said Contractor will pay to the said City as liquidated damages the sum of Fifty dollars (\$50.00) for each and every day's delay in the completion of the work beyond the time allowed herein, and said Contractor agrees to pay said liquidated damages as herein provided, and agrees that in case the same are not paid said City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this contract.

6. Said Contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council, shall have the absolute right, without notice and at its election, to at once terminate and cancel this contract for any delay in prosecuting the work as agreed, or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this contract shall not be any excuse or defense whatsoever, to the right of The City of San Diego to terminate the contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract or after advertisement, as the City of San Diego, acting by a majority of the members of its Common Council, may determine, and this right is hereby given to said City of San Diego.

7. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which he has no control, he shall have no claim for damages therefor, but he may be given such extension of the time specified herein for the prosecution and completion of the work as The City of San Diego, acting by a majority of the members of its Common Council, decides is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.

8. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by The City of San Diego, nor to injure their work, and shall promptly make good at its own expense any injury to such work, workmen or contractors by its act or omission. Any differences or conflicts which may arise between the Contractor and other contractors, or the workmen of The City of San Diego in regard to their respective work shall be adjusted and determined by the Engineer.

9. The Contractor shall constantly give its personal attention to the faithful prosecution of the work; it shall keep the same under its personal control, and shall not assign by power of attorney, or otherwise, nor sublet the whole or any part thereof without the consent or authorization of the Common Council of The City of San Diego. With its request to the Common Council of The City of San Diego for permission to sublet or assign the whole or any part of the herein required work, it shall file a copy of the contract which it proposes to enter into for subletting or assigning the whole or any part of the herein required work, and it shall state the name and place of business of such sub-contractor as it intends employing, together with such other information as will enable the Common Council of The City of San Diego to determine the responsibility and standing of said subcontractor.

No subcontract will be considered unless the original contract between the contractor and The City of San Diego is made a part thereof, nor unless it appears to the Common Council of The City of San Diego that the proposed sub-contractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete said work in accordance with these specifications, and to the satisfaction of the Common Council of The City of San Diego.

No sub-contract shall relieve the Contractor of any of its liabilities or obligations under this contract. It shall not, either legally or equitably, assign any of the moneys payable under this contract or its claim thereto, unless with the like consent of the Common Council of The City of San Diego.

10. The Contractor shall maintain an office equipped with telephone instruments connected with local and long distance telephone in The City of San Diego during the continuance of its contract, and shall have in said office at all times between 8:30 A. M. and 5:00 P. M. (Sundays and legal holidays excepted), a representative authorized to receive drawings, notices, letters, or other communications, and such drawings, notices, letters or other communications given to or received by such representative shall be deemed to have been given to and received by the Contractor.

11. The delivering at, or mailing to, the Contractor's office in The City of San Diego (written notice of which address shall be given to the Common Council of The City of San Diego within ten (10) days of the date of the contract), or the delivering to the Contractor in person, or to its authorized representative in said City of San Diego, of any drawing, notice, letter or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

12. The Contractor shall be required to have and keep in full force and effect at all times while doing any of the work herein provided, ample and sufficient insurance to meet all obligations of said Contractor that may or could arise under and pursuant to the terms of that certain Act, entitled, "The Workmen's Compensation, Insurance and Safety Act," and shall at all times on demand of said Common Council exhibit to said Common Council such insurance policies as it, the said Contractor, may hold in the fulfillment of this requirement, and in the event that there shall be a disagreement between the Contractor and said Common Council

as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Common Council in that behalf, and shall provide sufficient insurance to meet such determination of said Common Council.

13. Should the Common Council of The City of San Diego, in connection with the work herein specified, require any work to be done or material to be furnished which is not now contemplated or provided for in this contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, it may call upon and order the Contractor to perform such additional work, or to reduce the amount of the work, and the same shall not in any way affect the validity or make void this Contract. The amount of such added or omitted work or materials shall be agreed upon in writings, and shall be paid for at the agreed price or at actual necessary cost, as determined by the Engineer, and approved by the Common Council, plus fifteen (15) per cent profit. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for office expenses, general superintendence or other general expenses. The Amount of such added or omitted work or material shall be added to or deducted from the amount of the Contract as the case may be, and this Contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extent thereof; provided, however, that should any such alterations or deviations in, additions to or omissions from said Contract, drawings and specifications be made, then the Contractor shall be entitled to such an extension of time for the completion of this Contract as may be necessary, in the opinion of the Engineer, to complete the work required by such alterations or deviations in, or omissions from, said Contract, drawings or specifications. Such work shall be classed as "added" or "reduced" work, and must be authorized by the Engineer and approved by the Common Council in the form of a "Change Order," and accepted by the Contractor in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

14. Progress estimates, based on the contract price, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate, and upon approval of the estimate, eight-five per cent. (85%) thereof shall be paid by said City to the contractor in warrants drawn upon the proper fund of said City, and fifteen per cent. (15%) shall be retained by the City until the final acceptance of the work, as provided in Section 15 hereof.

15. FINAL INSPECTION, ESTIMATE, ACCEPTANCE AND PAYMENT.

Whenever, in the opinion of the Engineer, the Contractor shall have completed the entire 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, replacements, or renewals, he will certify to the City in writing as to such completion, and will further certify as to the entire amount of work performed, including extra work, and as to the value thereof. The City, upon receipt of said certificate, will in turn certify the aforesaid certificate or estimate through proper channels for payment, and will notify the Contractor and his surety of the acceptance of the work.

At the expiration of thirty-five (35) days from the date of acceptance of the work by the Common Council of said City, and when a release of all claims against the City, under or by virtue of the Contract, has been executed by the Contractor and filed with the Engineer, final payment, including the sum of money withheld as above specified, will be made of any balance due the Contractor, less the aggregate amount of liens, if any, on file under or pursuant to this agreement.

16. Said Contractor further agrees and covenants that neither said Contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life or property; and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

17. 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.

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

IN WITNESS WHEREOF, this contract is executed by The City 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 agreement to be executed by its said co-partners, Ed D. Barclay and P. F. Schaniel, the day and year first hereinabove written.

(SEAL)

ATTEST:

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

THE CITY OF SAN DIEGO.

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

BARCLAY & SCHANIEL

A Co-partnership, consisting of
Ed D. Barclay and P. F. Schaniel.

By ED. D. BARCLAY

P. F. SCHANIEL

I hereby approve the form of the foregoing Contract, this 28th day of April, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Bonds between Barclay & Schaniel and the City of San Diego. Being Document No. 223378.

ALLEN H. WRIGHT.

City Clerk of the City of San Diego, California.

By *August M. Madstrom* Deputy.

CONTRACT

UNDERTAKING FOR STREET LIGHTING.

UNIVERSITY AVENUE LIGHTING DISTRICT NO. 2.

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 Eleven Hundred Dollars (\$1100.00), 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 April, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon UNIVERSITY AVENUE, between the east curb line of Third Street and the west curb line of Park Boulevard produced northerly; FOURTH STREET, between the north curb line of Robinson Avenue and the south curb line of Washington Street; FIFTH STREET, between the north curb line of Robinson Avenue and the south line of University Avenue; and 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 said City, 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:
P. A. BAILEY

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

(SEAL)
ATTEST:
B. J. SCHAEFER

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

Resident Assistant Secretary.

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

On this 27th day of April, in the year nineteen hundred twenty-eight, 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 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 foregoing Undertaking this 27th day of April, 1928.

JAMES E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 45283 passed and adopted on the 23rd day of April, 1928, 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.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.

UNIVERSITY AVENUE LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 27th day of April, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit:

UNIVERSITY AVENUE, between the east curb line of Third Street and the west curb line of Park Boulevard produced northerly;

FOURTH STREET, between the north curb line of Robinson Avenue and the south curb line of Washington Street;

FIFTH STREET, between the north curb line of Robinson Avenue and the south line of University Avenue; and

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;

Together with the maintenance of the posts, wires, conduits and lamps on the afore-said streets, between the points hereinbefore mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after March 16th, 1928, to-wit, to and including March 15th, 1929.

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 for University Avenue Lighting District No. 2", filed February 2, 1928, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of eight hundred and sixty-six and 40/100 dollars (\$866.40) 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 thirty-four hundred and sixty-five and 60/100 dollars (\$3465.60) 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 "University Avenue Lighting District No. 2 Fund."

And it is further mutually agreed that no part or portion of said sum of thirty-four hundred and sixty-five and 60/100 dollars (\$3465.60) 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 in pursuance of said Act an assessment has been levied for said sum of thirty-four hundred and sixty-five and 60/100 dollars (\$3465.60).

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 expenses of said work, other than said sum of eight hundred and sixty-six and 40/100 (\$866.40) 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: P. A. BAILEY

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

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

THE CITY OF SAN DIEGO.
By 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 27th day of April, 1928.

JAMES E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Contract between San Diego Consolidated Gas & Electric Company, and the City of San Diego. Being Document No. 223340.

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

By *August M. Hadstein* Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That BARCLAY & SCHANIEL, a co-partnership composed of Ed D. Barclay and P. F. 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 Nine hundred twenty Dollars (\$920.00), 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 7th day of May, 1928.

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 Barclay & Schaniel 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, installation and completion of, and to construct, install and complete the extension of the Olive Street outfall sewer, as required by 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 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 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:

BARCLAY & SCHANIEL, Principal
By Ed D. Barclay
P. F. Schaniel
NEW YORK INDEMNITY COMPANY, Surety
By M. J. WHITE, Attorney-in-fact.

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

On this 7th day of May in the year one thousand nine hundred and twenty-eight 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. LILLCRAP
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 7th day of May, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of May, 1928.

(SEAL)

ATTEST:

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

VIRGILIO BRUSCHI

S. P. McMULLEN

E. H. DOWELL

L. C. MAIRE

FRANK W. SEIFERT.

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That BARCLAY & SCHANIEL, a co-partnership composed of Ed D. Barclay and P. F. 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, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred sixty Dollars (\$460.00), 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 May, 1928.

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, installation and completion of, and to construct, install and complete the extension of the Olive Street outfall sewer, as required by 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.

BARCLAY & SCHANIEL, Principal

Ed D. Barclay

P. F. Schaniel.

NEW YORK INDEMNITY COMPANY, Surety.

By M. J. WHITE, Attorney-in-Fact

(SEAL)

ATTEST:

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

On this 7th day of May in the year one thousand nine hundred and twenty-eight 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. LILLCRAP

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

I hereby approve the form of the within Bond, this day of May, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of May, 1928.

(SEAL)

ATTEST:

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

VIRGILIO BRUSCHI

S. P. McMULLEN

E. H. DOWELL

L. C. MAIRE

FRANK W. SEIFERT.

Members of the Common Council.

C O N T R A C T

(Olive Street Outfall Sewer.)

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 7th day of May, 1928, 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 Barclay & Schaniel, a co-partnership composed of Ed D. Barclay and P. F. 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, installation and completion of, and to construct, install and complete the extension of the Olive Street outfall sewer, in The City of San Diego, as required by and in accordance with the plans and specifications therefor on file in the office of the City Clerk of The City of San Diego, bearing Document No. 221910, and endorsed: "Plans and Specifications for Extension of Olive St. Outfall Sewer."

Said Contractor hereby agrees to do and perform all of said work for, and to accept as full compensation therefor, the sum of One and 22/100 dollars (\$1.22) per lineal foot for said outfall sewer.

It is further understood and agreed as follows:

1. The notice to Contractors, Instructions to Bidders, Proposal, Specifications and Plans are understood to be a part of this contract.

2. Whenever the words "City," "Engineer," or "Contractor" are used in this agreement, they shall be mutually understood to refer to The City of San Diego, the Engineer representing the Harbor Department, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.

3. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the specifications, or should further explanation or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

4. The Contractor for said sewer extension shall commence work within thirty (30) calendar days after the signing of this agreement by The City of San Diego, and shall complete said work within sixty (60) calendar days after the signing of this agreement by The City of San Diego.

5. It is further stipulated and agreed that time is the essence of this contract, and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of Twenty dollars (\$20.00) per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by The City of San Diego; and that said Contractor will pay to the said City as liquidated damages the sum of Twenty dollars (\$20.00) for each and every day's delay in the completion of the work beyond the time allowed herein, and said Contractor agrees to pay said liquidated damages as herein provided, and agrees that in case the same are not paid, City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this Contract.

6. Said Contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council, shall have the absolute right, without notice and at its election, to at once terminate and cancel this contract for any delay in prosecuting the work as agreed, or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this contract shall not be any excuse or defense whatsoever, to the right of The City of San Diego to terminate the contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract or after advertisement, as the City of San Diego, acting by a majority of the members of its Common Council, may determine, and this right is hereby given to said City of San Diego.

7. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which it has no control, it shall have no claim for damages therefor, but it may be given such extension of the time specified herein for the prosecution and completion of the work as The City of San Diego, acting by a majority of the members of its Common Council, decides is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.

8. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by The City of San Diego, nor to injure their work, and shall promptly make good at its own expense any injury to such work, workmen or contractors by its act or omission. Any differences or conflicts which may arise between the Contractor and other contractors, or the workmen of The City of San Diego in regard to their respective work shall be adjusted and determined by the Engineer.

9. The Contractor shall constantly give its personal attention to the faithful prosecution of the work; it shall keep the same under its personal control, and shall not assign by power of attorney, or otherwise, nor sublet the whole or any part thereof without the consent or authorization of the Common Council of The City of San Diego. With its request to the Common Council of The City of San Diego for permission to sublet or assign the whole or any part of the herein required work, it shall file a copy of the contract which it proposes to enter into for subletting or assigning the whole or any part of the herein required work, and it shall state the name and place of business of such sub-contractor as it intends employing, together with such other information as will enable the Common Council of The City of San Diego to determine the responsibility and standing of said sub-contractor.

No subcontract will be considered unless the original contract between the contractor and The City of San Diego is made a part thereof, nor unless it appears to the Common Council of The City of San Diego that the proposed sub-contractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete said work in accordance with these specifications, and to the satisfaction of the Common Council of The City of San Diego.

No subcontract shall relieve the Contractor of any of its liabilities or obligations under this contract. It shall not, either legally or equitably, assign any of the moneys payable under this contract, or its claim thereto, unless with the like consent of the Common Council of The City of San Diego.

10. The Contractor shall maintain an office equipped with telephone instruments, connected with local and long distance telephone, in The City of San Diego, during the continuance of its contract, and shall have in said office at all times between 8:30 A. M. and 5:00 P. M. (Sundays and legal holidays excepted), a representative authorized to receive drawings, notices, letters, or other communications, and such drawings, notices, letters, or other communications given to or received by such representative shall be deemed to have been given to and received by the Contractor.

11. The delivering at, or mailing to, the Contractor's office in The City of San Diego (written notice of which address shall be given to the Common Council of The City of San Diego within ten (10) days of the date of the contract), or the delivering to the Contractor in person, or to its authorized representative in said City of San Diego, of any drawing, notice, letter, or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

12. The Contractor shall be required to have and keep in full force and effect at all times while doing any of the work herein provided, ample and sufficient insurance to meet all obligations of said Contractor that may or could arise under and pursuant to the terms of that certain Act, entitled, "The Workmen's Compensation, Insurance and Safety Act," and shall at all times on demand of said Common Council exhibit to said Common Council such insurance policies as it, the said Contractor, may hold in fulfillment of this requirement, and in the event that there shall be a disagreement between the Contractor and said Common Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Common Council in that behalf, and shall provide sufficient insurance to meet such determination of said Common Council.

13. Should the Common Council of The City of San Diego, in connection with the work herein specified, require any work to be done or material to be furnished which is not now contemplated or provided for in this contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, it may call upon and order the Contractor to perform such additional work, or to reduce the amount of the work, and the same shall not in any way affect the validity or make void this Contract. The amount of such added or omitted work or materials shall be agreed upon in writing, and shall be paid for at the agreed price or at actual necessary cost, as determined by the Engineer, and approved by the Common Council, plus fifteen (15) per cent. profit. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for office expenses, general superintendence or other general expenses. The amount of such added or omitted work or material shall be added to or deducted from the amount of the Contract as the case may be, and this Contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extent thereof; provided, however, that should any such alterations or deviations in, additions to or omissions from said Contract, drawings and specifications be made, then the Contractor shall be entitled to such an extension of time for

the completion of this Contract as may be necessary, in the opinion of the Engineer, to complete the work required by such alterations or deviations in, or omissions from, said Contract, drawings or specifications. Such work shall be classed as "added" or "reduced" work, and must be authorized by the Engineer and approved by the Common Council in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

14. Progress estimates, based on the contract price, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate, and upon approval of the estimate, eight-five per cent. (85%) thereof shall be paid by said City to the Contractor in warrants drawn upon the proper fund of said City, and fifteen per cent. (15%) shall be retained by the City until the final acceptance of the work, as provided in Section 15 hereof.

15. FINAL INSPECTION, ESTIMATE, ACCEPTANCE AND PAYMENT. Whenever, in the opinion of the Engineer, the Contractor shall have completed the entire 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, replacements, or renewals, he will certify to the City in writing as to such completion, and will further certify as to the entire amount of work performed, including extra work, and as to the value thereof. The City, upon receipt of said certificate, will in turn certify the aforesaid certificate or estimate through proper channels for payment, and will notify the Contractor and his surety of the acceptance of the work.

At the expiration of thirty-five (35) days from the date of acceptance of the work by the Common Council of said City, and when a release of all claims against the City, under or by virtue of the Contract, has been executed by the Contractor and filed with the Engineer, final payment, including the sum of money withheld as above specified, will be made of any balance due the Contractor, less the aggregate amount of liens, if any, on file under or pursuant to this agreement.

16. Said Contractor further agrees and covenants that neither said Contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life or property; and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

17. 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.

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

IN WITNESS WHEREOF, this Contract is executed by The City 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 the members of the said co-partnership 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.

BARCLAY & SCHANIEL, Contractor.
By Ed D. BARCLAY
P. F. SCHANIEL

I hereby approve the form of the foregoing Contract this 7th day of May, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contracts and Bonds between Barclay & Schaniel and the City of San Diego. Being Document No. 223725.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That N. O. NELSON MANUFACTURING CO., as Principal and the HARTFORD ACCIDENT & INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED THIRTY-FIVE Dollars (\$935.00), 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 12th day of May, 1928.

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:

25,000' 3/4" malleable copper tubing
1,000' 1" malleable copper tubing.

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:
ETHEL ANKER SMITH.

N. O. NELSON MFG. CO.
VICTOR E. LOCK, Local Manager.
Principal.

(SEAL)

ATTEST:
ETHEL ANKER SMITH.

HARTFORD ACCIDENT & INDEMNITY COMPANY, Surety
By P. C. BARNEY, Attorney in fact

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

On this 21 day of May, in the year one thousand nine hundred and twenty-eight, before me, MARSTON BURNHAM, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said _____ duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

MARSTON BURNHAM.

(Seal)

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

My Commission Expires
April 27, 1930.

I hereby approve the form of the within Bond, this 17th day of May, 1928.

JAMES E O'KEEFE, City Attorney.

By H. B. DANIEL, 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 May, 1928.

(SEAL)

ATTEST:

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.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of May, 1928, 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 CO. party of the second part, and hereinafter sometimes designated as the Contractor; WITNESSETH:

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

25,000 ft. 3/4" Malleable copper tubing

1,000 ft. 1" Malleable copper tubing

F.o.b. municipal pier, San Diego, Calif.

Said tubing 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:

25,000 ft. 3/4" malleable copper tubing, per 100' - - - \$14.18

1,000 " 1" malleable copper tubing, per 100' - - - \$17.81

Said contractor agrees to begin delivery of said material within 60 days from and after the date of the execution of this contract, and to complete said deliver 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:

25,000 ft. 3/4" malleable copper tubing, per 100' - - - \$14.18

1,000 " 1" malleable copper tubing, per 100' - - - \$17.81

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 re-} served, 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 S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

N. O. NELSON MFG. CO, Contractor.

VICTOR E. LOCK, Local Manager.

I hereby approve the form of the foregoing contract, this 17th day of May, 1928.

JAMES E O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with N.O. Nelson Mfg. Co. with the City of San Diego. Being Document No. 224372.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August 27, 1928* Deputy.

CONTRACT

UNDERTAKING FOR STREET LIGHTING.

GARNET STREET 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 SIX HUNDRED DOLLARS (\$600.00), lawful money of the United State 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 May, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon GARNET STREET, between the southwesterly curb line of Cass Street and the northeasterly line of Ocean Boulevard, 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.

(SEAL)

ATTEST:

P. A. BAILEY, Asst. Secy.

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

(SEAL)

ATTEST:

ARCHIE R. GOWAN,
Resident Assistant Secretary.

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

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

On this 22nd day of May, in the year nineteen hundred twenty-eight 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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.

FRANCES S. BOWERS,
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 22nd day of May, 1928.

JAMES E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDQ Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 45570 passed and adopted on the 14th day of May, 1928, 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.
By FRED W. SICK, Deputy.

(Seal)

CONTRACT FOR STREET LIGHTING. GARNET STREET LIGHTING DISTRICT No. 1.

THIS AGREEMENT, made and entered into this 22nd day of May, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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, 1928, to-wit, to and including the 24th day of April, 1929.

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 for Garnet Street Lighting District No. 1," filed March 2, 1928 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 four hundred and forty-seven and 36/100 dollars (\$447.36) 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 seventeen hundred and eight-nine and 44/100 dollars (\$1789.44) 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 seventeen hundred and eighty-nine and 44/100 dollars (\$1789.44) 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 seventeen hundred and eighty-nine and 44/100 dollars (\$1789.44).

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 four hundred and forty-seven and 36/100 dollars (\$447.36), 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:
P. A. BAILEY, Asst. Secy.

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 S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

Members of the Common Council.
JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, 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. 224566.

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 MACHINERY PIPE & SUPPLY COMPANY, a corporation, and Roscoe Smith and Charles J. Hassell 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 seventy Dollars (\$170.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal 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 17th day of May, 1928.

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 800 feet of ten-inch, fourteen gauge double-dipped riveted steel 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.

(SEAL)
ATTEST:
ROY A. NOVAK

MACHINERY PIPE & SUPPLY CO.
By MARION B. HART, Vice Pres.
Principal.
ROSCOE SMITH
CHAS. J. HASSELL, Sureties.

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

Rosecoe Smith and Charles J. Hassell 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.

ROSCOE SMITH
CHAS. J. HASSELL
ROY A. NOVAK

Subscribed and sworn to before me this 17th day of May, 1928.
(SEAL)

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

I hereby approve the form of the within Bond, this May 19 day of May, 1928.

JAMES E. O'KEEFE
City Attorney of the City of San Diego.
By H. B. DANIEL, 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 May, 1928.

(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 21st day of May, 1928, 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:

800 feet of ten-inch, fourteen gauge double-dipped riveted steel pipes.
Said pipe to be delivered f. o. b. yards, California and Grape Streets, within thirty (30) days after the execution of this contract.

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

800 feet of ten-inch, fourteen gauge double-dipped riveted steel pipe,
for the sum of \$84.87 per 100 feet.

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 26th day of May, 1928.

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:

800 feet of ten-inch, fourteen gauge double dipped riveted steel, pipe,
for the sum of \$84.87 per 100 feet.

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 part, 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.

(SEAL)

ATTEST:

ROY A. NOVAK.

THE CITY OF SAN DIEGO.

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council

MACHINERY PIPE & SUPPLY CO.

By MARION B. HART, Vice. Pres.

Contractor.

I hereby approve the form of the foregoing contract, this 19th day of May, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY That the above and foregoing is a full, true and correct copy of Contract between the Machinery Pipe & Supply Co., and the City of San Diego. Being Document No. 224378

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadley* Deputy.

L E A S E.

THIS AGREEMENT, made and entered into this 22nd day of May, 1928, 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, to-wit:

"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, 1928, to the 1st day of January, 1929, at a rental of Sixty Dollars (\$60.00) per year, 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 grazing 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 permission of the Common Council of the said City of San Diego.

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.

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 it is hereby agreed that if the rent payable hereunder 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 remove all persons therefrom.

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, Lessor herein, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

(SEAL)

ATTEST:

ALLEN H. WRIGHT, City Clerk

THE CITY OF SAN DIEGO.

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

By FRED W. SICK, Deputy.

FRANK W. SEIFERT.
Members of the Common Council.

NATHAN L. RANNELLS, Lessee.

I hereby approve the form of the foregoing Lease, this 28th day of April, 1928.

JAS. E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between Nathan L. Rannells and the City of San Diego. Being Document No: 224476.

ALLEN H. WRIGHT.

City Clerk of the City of San Diego, California.

By *August M. Madson* Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 8 day of March, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, acting by and through the Harbor Commission of said City pursuant to Ordinance No. 11571 of the ordinances of The City of San Diego, approved on the 6 day of February, 1928, as Lessor, and PACIFIC STEAMSHIP COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine, hereinafter designated as the Lessee, WITNESSETH:

WHEREAS, said lessor is the owner of and in possession of a certain pier constructed by it in the Bay of San Diego, which pier, commonly known as the Broadway Pier, is located in said San Diego Bay at the foot of Broadway, in said City; and

WHEREAS, it is the desire of said lessor to lease to said lessee and of said lessee to lease from said lessor, a portion of said pier, upon certain conditions hereinafter set forth, and as required by that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved May 1, 1911, and amendments thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and by the respective parties hereto undertaken and agreed upon, said City of San Diego, a municipal corporation, and said Pacific Steamship Company, a corporation, contract and agree as follows:

FIRST: The Lessor, for a period of five (5) years from and after the date of the execution of this instrument, grants to the lessee the right to use and occupy, for pier and wharf purposes, for the loading and unloading of vessels, and for no other use or purposes, a space of two hundred (200) feet beginning at Door No. 20 and extending east the full width of the warehouse constructed thereon, with the exception, however, of a space sixteen (16) feet wide running in an easterly and westerly direction through the center of said leased space, which said reserved space sixteen (16) feet wide as aforesaid, is to be used as a driveway by the lessee and the lessor and such other persons as the lessor may authorize to cross said leased space; and the lessor further grants to the lessee the use of the berthing space on the south side of said Broadway Pier, which berthing space has specially constructed slips to fit steamers operated by lessee; provided, however, that the said lessee shall, in using said space, be subjected to and shall abide by the rules as set forth in Ordinance No. 5856 of the ordinances of The City of San Diego, entitled, "An Ordinance establishing rules and regulations for governing of all piers, wharves, bulkheads and landings, owned and operated by The City of San Diego, California," approved October 14th, 1914, and all ordinances amendatory thereof.

In addition to the space hereinabove set aside for use of said lessee, it shall also be entitled to the use and occupancy of the office rooms on the ground floor of the south side at the front of the Administration Building, located on said pier, said office space to be used as freight and passenger office only, and in addition to said office space, lessee shall also be entitled to the use and occupancy of the waiting room located in the Administration Building.

For and in consideration of the office space thus set aside, the lessee agrees to pay a rental of seventy-five dollars (\$75.00) per month, payable monthly and in advance, said rental to be subject to change at the option of the Harbor Commission.

SECOND: The lessor hereby undertakes and agrees to place at the disposal of said lessee certain wharf equipment consisting of two-wheeled trucks and four-wheeled trucks, all of which equipment may be used by the lessee in the handling of passengers and cargo. Said equipment shall be kept in good order and condition by the lessor, and all breakage of equipment shall be paid for by said lessee.

The lessee agrees to pay for the use of two-wheeled trucks and four-wheeled trucks as follows:

Four-wheeled trucks - - - - - 7-1/2 cents per hour.

Two-wheeled trucks - - - - - 5 cents per hour.

THIRD: The lessor agrees to maintain on said Broadway Pier and in said Administration Building and warehouse located thereon, a lighting system and fire-fighting equipment of a character and of such degree of efficiency as the lighting system and fire-fighting equipment at this time located thereon.

FOURTH: The lessor agrees to maintain at all times during the term of the lease a watchman for the full period of twenty-four hours during each and every day of the term hereof.

FIFTH: Repairs to the pier and the buildings located thereon shall be made and the expenses thereof shall be borne by the lessor, save and excepting any repairs or maintenance that may be caused by the carelessness or negligence of the lessee, or any of its agents, servants or employees. The expenses of repair occasioned or damage done through the negligence or carelessness of the lessee, its agents, servants or employees, shall be borne by said lessee.

SIXTH: Upon the south half of the Administration Building located upon said pier, said lessee may place appropriate signs to advertise its business, provided always, however, that such signs shall, before erection thereof upon said Administration Building, be approved by the Common Council of said The City of San Diego.

SEVENTH: Upon first securing the written consent and approval of the Harbor Master of said The City of San Diego, the lessee shall be permitted to dock vessels on the north side of said pier, subject, always, to the conditions and provisions herein specified for the docking of vessels on the south side of said pier.

EIGHTH: The lessee agrees and covenants to use said Broadway Pier as the landing place for all of the vessels owned and controlled by it which may call at the Port of San Diego, California, during the term of this lease, provided, however, that nothing herein contained shall be construed as prohibiting the lessee from having its vessels call at other docks, piers or wharves in San Diego Bay where it may have freight which cannot be advantageously handled at the Broadway Pier or to meet certain traffic conditions or agreements, or in case of disaster to the Broadway Pier which shall prevent its full and perfect operation.

NINTH: The lessee, in consideration of the use of said Pier, warehouse, Administration Building and wharf equipment, agrees and hereby undertakes to pay to the said City of San Diego the dockage and wharfage charges prescribed and determined by that certain ordinance of the City of San Diego, numbered 5856, and entitled, "An Ordinance establishing rules and regulations for governing of all piers, wharves, bulkheads and landings, owned and operated by The City of San Diego, California," approved October 14, 1914; provided, always, however, that in the event such ordinance shall be amended or changed in any manner, said lessee agrees to be bound by the terms of such amendment.

TENTH: Pursuant to the requirements of Section Four of Act 3158A of the Legislature of the State of California, and being an Act, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved May 1, 1911, and amendments thereto, there is hereby reserved to the Common Council of The City of San Diego the right and privilege by ordinance to annul, change or modify this lease as in their judgment may seem proper.

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

(SEAL)

ATTEST:

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

THE CITY OF SAN DIEGO, Lessor.
By M. A. GRAHAM
W. P. CRONAN
J. C. McCLURE
Members of the Harbor Commission of The
City of San Diego, California.

(SEAL)

ATTEST:

J. H. COOPER

PACIFIC STEAMSHIP COMPANY, Lessee.
By W. V. ALEXANDER, its President.

I hereby approve the form of the foregoing Lease, this 1st day of February, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assitant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between the Pacific Steamship Company and the City of San Diego. Being Document No. 224643.

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

LEASE

THIS INDENTURE OF LEASE, made and entered into this 5th day of January, 1928, 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 pursuant to Ordinance No. 11442 of the ordinances of The City of San Diego, approved December 5th, 1927, as Lessor, and NATIONAL IRON WORKS, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Commencing at a point on the U.S. Bulkhead Line as established in 1912, said point being distant 4093.76 feet and bearing south 50° 50' east from Station 109 of said bulkhead line; thence north 70° 50' east distance of 548.39 feet to the true place of beginning; thence continuing north 70° 50' east a distance of 377.27 feet to a point of curve whose center distant 100 feet bears south 19° 10' east; thence along said curve to the right a distance of 91.19 feet to a point; thence south 56° 55' east a distance of 184.04 feet to a point of curve whose center distant 2654.93 feet bears south 33° 05' west; thence along the last described curve to the right a distance of 47.88 feet to a point of compound curve whose center distant 29.77 feet bears south 34° 07' west; thence continuing to the right along the above described compound curve a distance of 65.84 feet to the point of tangent; thence south 70° 50' west a distance of 574.10 feet to a point; thence north 19° 10' west a distance of 269.98 feet to the true place of beginning; containing an area of 142,092 square feet, more or less.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a term commencing January 1st, 1928, and terminating January 1st, 1953, unless sooner terminated as herein provided, at the following rentals:

The sum of one and one-half (1-1/2) cents per square foot per year, for the first five years of said term, payable in equal monthly installments, in advance. At the end of said first five (5) year period the rental shall be re-adjusted, based on the valuation of adjoining property. The valuation of adjoining property to be used as such basis for adjustment shall be the valuation fixed thereon by the assessment roll for city taxation purposes.

All rentals hereunder shall be due and shall be paid monthly in advance upon the first day of each and every month during the term of this agreement.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental, subject to the foregoing provisions, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of said Common Council and said Harbor Commission and said City to readjust and increase the rental of said premises at any time as herein provided.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said Lessee of reasonable compensation for damages occasioned by such annulment, change or modification. The reasonable compensation herein provided to be paid to the Lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Lessee as are required, authorized or permitted under the terms of this lease; and shall not be held to include compensation to said Lessee for any

damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

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

(1) That the demised premises shall be used for the construction and maintenance thereon of a structural steel fabricating shop, machine shop, pattern shop, foundry and general metal works, including the necessary and proper adjuncts thereto.

(2) Said Lessee shall at the expiration or termination of this lease have the right and shall be required to remove all improvements placed on said premises by it.

(3) That all plans for buildings and improvements to be erected or placed upon said premises shall comply with all of the ordinances of The City of San Diego, and shall be subject to the approval of said Harbor Commission.

(4) The business of said Lessee to be conducted upon said premises shall be that of structural steel fabricating, machine and pattern shop or shops, foundry and general iron works, and necessary and proper adjuncts thereto, and none other.

(5) That said City reserves the right to lay water or sewer pipes across said lands; provided, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(6) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(8) In the event that the Lessee shall fail to establish and maintain structural steel fabricating, machine and pattern shop or shops, foundry and general iron works upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them under this lease undertaken, then and in that event this lease shall terminate, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

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

(SEAL)

ATTEST:

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

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, California. Lessor.

(SEAL)

ATTEST:

J. L. RUSSELL

NATIONAL IRON WORKS, Lessee.

By JAMES R. RUSSELL, President.

I hereby approve the form of the foregoing Lease, this 19th day of January, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assitant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between National Iron Works and City of San Diego. Being Document No. 224776.

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 this 5th day of March, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City under and pursuant to the authority conferred by Ordinance No. 11490 of the ordinances of said City, and CENTURY LUMBER & MILL COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee the following described property in The City of San Diego, County of San Diego, State of California, to-wit:

Lots 11 and 12, Block 159, of Middletown, in said City, according to the Jackson Map; 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 said lot 12, a distance of 40 feet; thence southeasterly in a direct line across said lots 11 and 12, a distance of 107.7 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for a term commencing January 30th, 1928, and ending January 29th, 1929, at a rental for said period of one hundred eighty dollars (\$180.00), payable semi-annually, in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of storing lumber thereon.

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

It is further understood and agreed by and between the parties hereto that this lease may be terminated at any time prior to the expiration of the term thereof, upon payment to the Lessee of actual damages sustained by it by reason of the termination of the same.

And the said Lessee does hereby further 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, 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 caused these presents to be executed, and its corporate name and seal to be hereunto attached, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

(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.

(Seal)

I hereby approve the form of the foregoing Agreement of Lease, this 26th day of January, 1928.

CENTURY LBR. & MILL CO., Lessee,
By L. W. JOHNSON, V. Pres.
JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between Century Lumber & Mill Company and the City of San Diego. Being Document No. 220625.

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That THOS. H. THORNTON, 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 Fifty-six hundred Dollars (\$5600.00), 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 to these presents.

SIGNED AND SEALED THIS 23rd day of June, 1928,

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 Thos. H. Thornton 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 completion of, and to erect and complete a branch library building on Lots 25, 26, 27 and 28, Block 53, Ocean Beach, 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, 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:

THOS. H. THORNTON,
Principal
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney In Fact

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

On this 23rd day of June, 1928, 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)

CLARENCE A. MOORE
Notary Public, in and for said County and State.
I hereby approve the form of the within Bond, this 23d day of June, 1928.

JAMES E. O'KEEFE, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the Common Council of the City of San Diego, California, this 25th day of June, 1928.

(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 THOS. H. THORNTON, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-eight

hundred Dollars (\$2800.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal 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 June, 1928.

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 erection and completion of, and to erect and complete a branch library building on Lots 25, 26, 27 and 28, Block 53, Ocean Beach, 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.

THOS. H. THORNTON, Principal
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney In
Fact

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

On this 23rd day of June, 1928, 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)

CLARENCE A. MOORE

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 23d day of June, 1928.

JAMES E. O'KEEFE, City Attorney
By H. B. DANIEL, 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 June, 1928.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 25th day of June, 1928, 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 designated as the City, and THOS. H. THORNTON, 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, and to erect and complete a branch library building on Lots 25, 26, 27 and 28, Block 53, Ocean Beach, in said City, in accordance with the plans and specifications therefor contained in Document No. 233866, on file in the office of the City Clerk of said City, with the adoption in said plans and specifications of Alternates Nos. 1, 2 and 4, as provided therein.

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

For the sum of eleven thousand, one hundred eighty-six dollars (\$11,186.00).

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 one hundred 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 eleven thousand, one hundred eighty-six dollars (\$11,186.00); said payments to be made as follows:

Progress estimates, based on the contract price, will be made and certified by the Architect monthly of the amount of work done during the month, or since the previous estimate, and upon approval of the estimate, eighty-five per cent. (85%) thereof shall be paid by said City to the contractor in warrants drawn upon the proper fund of said City, and fifteen per cent. (15%) shall be retained by the City until the final acceptance of the work, as provided in the paragraph next following.

Whenever, in the opinion of the Architect, the Contractor shall have completed the entire work in an acceptable manner in accordance with the terms of the contract, the Architect will make a final inspection of the work, and upon completion of all necessary repairs, replacements, or renewals, he will certify to the City in writing as to such completion, and will further certify as to the entire amount of work performed, including extra work, and as to the value thereof. The City, upon receipt of said certificate, will in turn certify the aforesaid certificate or estimate through proper channels for payment, and will notify the contractor and his surety of the acceptance of the work.

At the expiration of thirty-five (35) days from the date of acceptance of the work by the Common Council of said City, and when a release of all claims against the City under or by virtue of the contract has been executed by the contractor and filed with the Architect, final payment, including the sum of money withheld as above specified, will be made of any balance due the Contractor, less the aggregate amount of liens, if any, on file under or pursuant to this agreement.

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, R. W. Snyder, 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 contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contract 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 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 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

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

THOS. H. THORNTON, Contractor.

Contract this 23d day of June, 1928.

JAMES E. O'KEEFE, City Attorney

By H. B. DANIEL, 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 23d day of June, 1928.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between Thos. H. Thornton and the City of San Diego, California, being Document No. 226521.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Kadstrom Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That ROBERT T. DAWSON, as Principal and Indemnity Insurance Co. of North America a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND TWO HUNDRED Dollars (\$3200.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of June, 1928

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 erect approximately 850' of No. 144 Armco Lennon or equal, metal flume, 14 gauge, together with galvanized structural steel substructure and concrete foundations on the Dulzura Conduit at a location approximately 35 miles east of San Diego, on the Campo Road;

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 T. DAWSON, Principal
INDEMNITY INSURANCE CO. OF NORTH AMERICA, Surety
By LEWIS H. HOMER, Attorney in fact.

(Seal)

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

On this 23rd day of June in the year one thousand nine hundred and twenty-eight, before me Blanche P. Matson, a Notary Public in and for the County of San Diego personally appeared Lewis H. Homer known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of the INDEMNITY INSURANCE CO. OF NORTH AMERICA, and acknowledged to me that he subscribed the name of the Indemnity Insurance Co. of North America thereto as principal, and his own name, as Attorney-in-fact.

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

(SEAL)

I hereby approve the form of the within Bond, this 25th day of June, 1928.

JAMES E. O'KEEFE, City Attorney
By H. B. DANIEL, 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 June, 1928.

(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 ROBERT T. DAWSON, as Principal, and Indemnity Insurance Co. of North America a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 SIXTY-FOUR HUNDRED DOLLARS (\$6400.00), 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 23rd day of June, 1928

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 ROBERT T. DAWSON 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 very kind and description necessary or incidental to The furnishing and erection of approximately 850' of No. 144 Armco Lennon or equal, metal flume, 14 gauge, together with galvanized structural steel substructure and concrete foundations on the Dulzura Conduit at a location approximately 35 miles east of San Diego, on the Campo Road,

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)

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

On this 23rd day of June, in the year one thousand nine hundred and twenty-eight, before me Blanche P. Matson, a Notary Public in and for the County of San Diego, personally appeared Lewis H. Homer, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the INDEMNITY INSURANCE CO. OF NORTH AMERICA, and acknowledged to me that he subscribed the name of the Indemnity Insurance Co. of North America thereto, as principal, and his own name, as Attorney-in-fact.

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

(SEAL)

I hereby approve the form of the within Bond, this 25th day of June, 1928.

JAMES E. O'KEEFE, City Attorney
By H. B. DANIEL, 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 June, 1928.

(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 23rd day of June, 1928, 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 T. DAWSON 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:

Furnishing and erection of approximately 850 feet of No. 144 Armco Lennon or equal, metal flume, 14 gauge, together with galvanized structural steel substructure and concrete foundations on the Dulzura Conduit at a location approximately 35 miles east of San Diego, on the Campo Road; said material and construction to be in accordance with the plans and specifications on file in the Office of the City Clerk of said City under Document No. 222971.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of TWELVE THOUSAND, SEVEN HUNDRED NINETY-SIX AND 93/100 DOLLARS (\$12,796.93).

Said contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within seventy-five (75) 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 TWELVE THOUSAND, SEVEN HUNDRED NINETY-SIX AND 93/100 DOLLARS (\$12,796.93). said payments to be made as follows: The Assistant 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 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 Assistant 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.

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 Assistant 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 Assistant 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

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

ROBERT T. DAWSON, Contractor.

Contract this 25th day of June, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney

(SEAL) ATTEST: JUNE 25, 1928

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

I hereby approve the form of the foregoing Contract this 25th day of June, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between Robert T. Dawson and the City of San Diego, California, being Document No. 226569.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING

MISSION BEACH 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 AND FIFTY DOLLARS (1750.00)

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 June, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 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

ATTEST: (Seal)

By W. F. RABER

Principal.

M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

ATTEST: (Seal)

By Archie R. Gowan

Surety.

Resident Vice-President.

F. S. BOWERS

Resident Assistant Secretary

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 23rd day of June, in the year nineteen hundred twenty-eight, before me Charles W. Curtis, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Archie R. Gowan, known to me to be the Resident Vice President and F. S. Bowers, 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 Archie R. Gowan and F. S. Bowers 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)

CHARLES W. CURTIS
Notary Public in and for said San Diego County, State of California.

I hereby approve the form of the foregoing Undertaking this 23 day of June, 1928.

JAMES E. O'KEEFE, City Attorney.

By Arthur L. Mundo, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 45906 passed and adopted on the 11th day of June, 1928, require and fix the sum of \$1750.00 as the penal sum of the foregoing Undertaking.

(Seal)

ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING

MISSION BEACH LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 23rd day of June, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, A Corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 furnishings of electric current and such maintenance of appliances shall be for the period of two years from and after the 15th day of May, 1928, to-wit, to and including the 14th day of May, 1930.

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 for Mission Beach Lighting District No. 1," filed March 16, 1928, 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 thirteen hundred and ninety-four and 40/100 dollars (\$1394.40), in twenty-four (24) 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 five hundred and seventy-seven and 60/100 dollars (\$5,577.60), in twenty-four (24) 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 five thousand five hundred and seventy-seven and 60/100 dollars (\$5,577.60) 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 FIVE THOUSAND FIVE HUNDRED AND SEVENTY-SEVEN AND 60/100 DOLLARS (\$5,577.60).

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 expenses of said work, other than said sum of THIRTEEN HUNDRED AND NINETY-FOUR AND 40/100 DOLLARS (\$1394.40), 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.

ATTEST:
(Seal)

M. B. FOWLER

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

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.

compared

I hereby approve the form of the foregoing Contract, this 23rd day of June, 1928.

JAMES E. O'KEEFE, City Attorney.
By Arthur L. Mundo, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between San Diego Consolidated Gas & Electric Company and the City of San Diego, California, being Document No. 226572.

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 14th day of February, 1927, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and the RIVERVIEW FARMS MUTUAL WATER COMPANY, a corporation duly organized and existing under the laws of the State of California, hereinafter called the Company, WITNESSETH:

WHEREAS, The City of San Diego is operating a water impounding and distribution system for the purpose of furnishing water to the inhabitants of The City of San Diego for domestic use; and

WHEREAS, said City, for the purpose of securing an additional water supply in order to meet the growing demands and necessities of the inhabitants of said City for water, is desirous of installing and maintaining on the San Diego River, in the vicinity of Lakeside, California, a pumping plant; and

WHEREAS, said Company is now operating a water system for the purpose of irrigating lands located in that tract of real property in the County of San Diego, State of California, known as Riverview Farms, and is operating a pumping plant on the San Diego River in the vicinity of said Town of Lakeside; and

WHEREAS, the said City proposes to construct a pumping plant in the vicinity of and adjacent to the pumping plant belonging to and operated by said Company; and

WHEREAS, said City is desirous of protecting the Company in its use of water obtained from said river against any injury which may be sustained by said Company by reason of the pumping by said City by providing that in the event that the City's pumping deprives said Company of its normal supply of water, then and in that event said Company may obtain sufficient water from the supply obtained by said City from said San Diego River, and that in order to protect the interests of said Company and promote the interests of both parties to this agreement, said City and said Company are desirous of entering into an agreement which shall effect the purposes hereinabove stated;

NOW, THEREFORE, in consideration of the promises, and for the purpose of stating and specifying the terms of this agreement, it is hereby agreed between the City and the Company as follows:

I.

That whenever the City shall have completed any water development system along the San Diego River in the vicinity of the Towns of Santee and Lakeside, in the County of San Diego, State of California, whether by means of dams, wells, reservoirs, or otherwise, and shall take from said river water for municipal and domestic use by the inhabitants of The City of San Diego, and by said taking shall so lower the water plane in the bed of the San Diego River as to prevent the said Company from obtaining a supply of water sufficient to irrigate the lands now furnished by said company with water, and whenever by the operation of said development system said City shall prevent the said Company from obtaining water by pumping by so lowering the water plane as to prevent the pumps now located by said Company in said river from reaching the water plane in order to provide a supply of water sufficient to irrigate the lands now belonging to said Company, then and in that event and under the circumstances set forth in this agreement the said company shall have the right, and said City hereby agrees that said Company may then obtain a water supply sufficient to irrigate said lands now being irrigated by said Company from the water development system located by said City in said River bed in the vicinity of the Towns of Lakeside and Santee, by paying for said water so supplied by said City to said Company at a rate per thousand gallons which will not exceed the actual cost to said Company of operating its own water pumping plant. And said City further agrees in the event that it should so operate its water development system along the San Diego River in the vicinity of the Towns of Lakeside and Santee as to prevent said Company from pumping by lowering the water plane in said river bed, that it will pump into a reservoir or sump located in the San Diego River bed, in the vicinity of said Towns of Lakeside and Santee, water in an amount sufficient to enable said Company to supply said lands now being irrigated by said Company with water. The reservoir or sump to be used as herein provided shall be constructed and located approximately 1400 feet southerly from the pumping plant now operated by said Company, and shall be known and designated by said Company as its "lower reservoir." Said City further agrees, in the event that it should so operate its water system along the San Diego River as to prevent said Company from pumping by lowering the water plane in said river bed, that it will cause water to be delivered to said Company at such point on said Company's pipe line as will enable said Company to supply its low lands, such water to be delivered by said City directly to the pipe line of said Company. All pipe lines, pumps and other equipment necessary for the delivery of water by said City to said reservoir and to said pipe line shall be provided, furnished and maintained by said City without expense to said Company; provided, however, that nothing in this sentence contained shall be so construed as to prevent said Company from paying for the water so furnished at the rate hereinafter stated.

II.

Said City further agrees to install immediately the pipe lines, booster pump and other equipment necessary for the delivery of said water to said lower reservoir and to the said pipe line of said Company, so that in the event the City should begin operating its

development system in said River in the vicinity of the Towns of Lakeside and Santee, and the pumping should so lower the water plane as to prevent said Company from securing water sufficient to irrigate the lands now being irrigated by said Company, said City shall be in a position to furnish water immediately to said Company.

III.

For all water delivered by said City to said Company, under the terms of this agreement, to the lower reservoir, the said Company hereby agrees to pay to said City (2½) Two and one-half cents per thousand gallons, and for all water delivered by said City to the said Company's pipe lines, for the purpose of furnishing water to the low lands, the said Company hereby agrees to pay to said City (1½) One and one-half cents per thousand gallons, which rates represent the cost to said Company of pumping water from the San Diego River to the lower reservoir and delivering water from said pumps to the low lands belonging to said Company.

IV.

It is further expressly understood and agreed by and between the parties hereto that nothing herein expressed or contained or mentioned or implied shall be construed, nor is any statement, agreement, or other matter contained herein intended to be construed, by either party hereto as waiving any rights which either party may have in and to the waters of the San Diego River, nor shall any statement, agreement or other matter contained herein be construed in any way, or in any particular so as to give to any person, firm or corporation other than the parties hereto and their successors in interest, legal representatives, or assigns, any legal or equitable right, remedy or claim under this indenture or agreement, in or to the waters of the San Diego River.

It is further expressly understood and agreed by and between the parties hereto that this agreement is not intended, nor shall it be construed in any way so as to acknowledge, admit or recognize any right, privilege, remedy or claim of any person, firm or corporation other than the parties hereto, in or to the waters of the San Diego River; it being expressly understood that the covenants, provisions and conditions of this agreement are intended to be for the sole and exclusive benefit of the parties hereto, and none other.

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, pursuant to a resolution authorizing such execution, and the Riverview Farms Mutual Water Company has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

(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.

RIVERVIEW FARMS MUTUAL WATER COMPANY.
By W. J. KULMER, Presi.

ATTEST:
G. W. CONRAD, Secy-Treas.

I hereby approve the form of the foregoing Agreement this 14th 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 Agreement, between Riverview Farms Mutual Water Company and the City of San Diego, California, being Document No. 226731.

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

CONTRACT FOR PERSONAL SERVICES

THIS INDENTURE OF AGREEMENT, made and entered into this 2d day of July, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the county of San Diego, State of California, organized and existing under and by virtue of a freeholders' charter, and FRED M. LOCKWOOD, Manager of Operation of said The City of San Diego, hereinafter sometimes referred to as First Parties, and HIRAM NEWTON SAVAGE, Civil Engineer, of San Diego, California, hereinafter sometimes referred to as Second Party, WITNESSETH:

FOR THAT WHEREAS, The City of San Diego owns, controls and operates certain properties located within said County of San Diego, and used and intended to be used for the impoundment, storage, conservation and distribution of water for domestic and other municipal purposes within said The City of San Diego and adjacent territory; and

WHEREAS, it appearing that because of the rapid increase in population of said City that said system is not at the present time sufficient in equipment and pipe lines to deliver sufficient water to said City for its normal daily use; and

WHEREAS, heretofore in 1924 bonds in the sum of \$4,500,000.00 were voted for the construction of a dam on the San Diego River and other developments for the purpose of impounding water, and that approximately all of said bonds are unused; and

WHEREAS, said second party has heretofore for a number of years been in charge of the water development and water system of San Diego, and is thoroughly familiar with said system and the needs thereof; and

WHEREAS, no other person at this time having the skill and ability of said second party can be employed in the capacity as set forth in this contract; and

WHEREAS, said second party will not accept such employment unless he is retained for a period of five (5) years; and

WHEREAS, said properties consist for the most part of various dams, reservoirs, transmission lines, and appurtenances thereto, as well as various developed and undeveloped waters, water rights, both surface and underground, together with certain dam and reservoir sites developed, undeveloped and now in process of development; and

WHEREAS, said first parties at this time deem it advisable and necessary to institute and thereafter to conduct to its completion (by one competent so to do) a comprehensive study of said properties, both developed and undeveloped, and now in process of development, and thereafter to formulate a plan for the economic and efficient development of said properties now owned or controlled or that may hereafter be acquired by said The City of San Diego, all to the end that an additional and greater water supply may be had to meet the increasing demands of said The City of San Diego, and the inhabitants thereof; and

WHEREAS, said first parties have heretofore determined that existing conditions require the immediate employment of a Civil Engineer experienced and expert in the development of water resources, in the designing and construction of structures for the impoundment, conservation and transmission of water, and as well acquainted with the existing problems necessary of solution in the development and extension of the properties now constituting, and of those advisable to be acquired in the further development of, the water system of said The City of San Diego; and

WHEREAS, said first parties have determined that such plan of development may reasonably be expected to cover a period of not less than five (5) years, and have further determined that the interests, conveniences and necessities of said The City of San Diego at this time warrant the entering into a contract for said period with a Civil Engineer for the performance of personal services required in making such study, formulating such plan of development, and supervising construction work carried on pursuant thereto; and

WHEREAS, Hiram Newton Savage, party of the second part, is willing to contract with said parties of the first part to furnish such personal services; and

WHEREAS, said parties of the first part are desirous of contracting with said Hiram Newton Savage for said period of five (5) years for the furnishing of such personal services,
NOW THEREFORE,

For and in consideration of the mutual covenants and agreements hereinafter agreed and undertaken, the parties hereto mutually agree, covenant and contract as follows:

First: The term of this contract shall be for a period of five (5) years beginning on the second day of July, 1928, and terminating on the first day of July, 1933.

Second: That the second party shall during said period of five (5) years devote his entire time and attention as a Civil Engineer and furnish services of a professional, scientific, technical and expert character to said parties of the first part in instituting and conducting to completion a study of the problems now or hereafter experienced in the development and extension of the water system of said The City of San Diego, and in assuming responsible direction of office and field work looking to the economic and efficient operation of properties now or hereafter completed, the economic and efficient carrying to completion of properties now in process of construction, or hereafter acquired or projected, all in conformity with the provisions of the freeholders' charter of said The City of San Diego conferring executive and administrative powers relating to said water system upon said Fred M. Lockwood, as Manager of Operation, or his successor or successors in office, and conferring legislative control of said system, or any part thereof, upon the Common Council of said The City of San Diego.

Third: Said first parties agree and undertake to pay to said second party, in consideration of the performance of such services, the sum of ten thousand dollars (\$10,000.00) per year, payable in equal monthly installments.

Reasonable expenses necessarily incurred by said second party in the performance of the personal services herein contracted for shall be refunded monthly to said second party by said first parties. Said first parties shall furnish necessary and convenient offices and field equipment and clerks and assistants to said second party, all pursuant to charter and ordinance regulations of said The City of San Diego.

Fourth: That said Hiram Newton Savage on his part agrees to accept such employment, under the terms and conditions hereinbefore provided, and that the services so rendered by him to said City will be to the best of his ability, keeping in mind at all times the best interests of said City, and the faithful performance of his duties as herein outlined; and that he will from time to time, and when requested by first parties, or either of them, make reports in matters relating to his said employment to the legislative body of said City and to the Manager of Operation.

Fifth: That said second party agrees to furnish a surety bond in the sum of five thousand dollars (\$5,000.00), to inure to the benefit of the Manager of Operation, conditioned for the faithful performance of his duties, as provided for in this contract.

Eighth: It is specifically agreed and understood that in the event of the death or the total disability to perform said services of said second party during the term of this contract, that the said contract shall thereby terminate, and said first parties shall from said date bear no further responsibility with relation thereto.

It is further agreed and stipulated that the failure or inability of said second party to perform the services herein contracted for shall likewise terminate said contract, and any responsibility of said parties of the first part, provided that such failure or inability of said second party to perform such personal service has not been caused in whole or in part or otherwise contributed to by the action of said first parties, or either thereof.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto subscribed their names, as and for the act of The City of San Diego, and the Manager of Operation of The City of San Diego has hereunto subscribed his name, pursuant to resolution duly authorizing such execution, and the said Hiram Newton Savage has hereunto subscribed his name, this 2d day of July, 1928.

(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
FRANK W. SEIFERT
Members of the Common Council.

F. M. LOCKWOOD
Manager of Operation of The City
of San Diego.

FIRST PARTIES.

HIRAM NEWTON SAVAGE

SECOND PARTY.

APPROVED AS TO legality, this 2nd day of July, 1928.

JAS. E. O'KEEFE
City Attorney of The City of San
Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Personal Services of Hiram Newton Savage for The City of San Diego, California, being Document No. 226902.

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

By August M. Hadithon Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That PITTSBURGH-DES MOINES STEEL COMPANY, a co-partnership composed of William H. Jackson, Ruth H. Jackson and George A. Smith, 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 Five thousand one hundred fifty Dollars (\$5,150.00), 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 June, 1928,

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 Pittsburgh-Des Moines Steel Company, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

(1) The erection and construction on Lots 42 and 60, of Resubdivision of a portion of Rosemont Addition to Encanto Heights, in The City of San Diego, California, of a 150,000 gallon steel water tank, together with tower and foundations;

(2) The construction of a pump house upon Lot 2, Rosemont Addition, in Encanto, in said City, and the installation therein of pump, motor, pipe, electric wiring and float-switch; 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:

PITTSBURGH-DES MOINES STEEL CO.
W. H. JACKSON)
RUTH H. JACKSON) Co-partners
GEO. A. SMITH)

PRINCIPAL

ATTEST:
WALTER H. METCALF

By A. C. PEARSALL
Atty. in fact.

POWER OF ATTORNEY

Know All Men By These Presents, that we, the undersigned, partners in the firm Pittsburgh-Des Moines Steel Company, do hereby constitute and appoint A. C. Pearsall our true and lawful attorney to sign our names to any proposal or proposals for contract work, and any contract or contracts and surety bond or bonds in connection therewith, claims or

other legal papers, and do all necessary things to collect money and accounts due, made in the name of the firm or partners, William H. Jackson, Ruth H. Jackson, and George A. Smith, and the signatures of our names by our said attorney shall be binding upon us, our heirs and assigns, the same as if made by ourselves individually.

Witness our signatures and seals this fourteenth day of February, 1928.

WILLIAM H. JACKSON (Seal)
RUTH H. JACKSON (Seal)
GEO. A. SMITH (Seal)

State of Pennsylvania) ss
County of Allegheny)

The above Power of Attorney was signed and sworn to before me this fourteenth day of February, 1928.

IRVING E. KEMP
Notary Public.

My commission expires March 31, 1931.
(Seal)

ATTEST: (Seal)
PAUL BROWN, Ass't Secy.

SOUTHERN SURETY COMPANY, Surety.
By Roy ARMSTRONG, Vice President.

I hereby approve the form of the within Bond, this 2d day of July, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2d day of July, 1928.

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 PITTSBURGH-DES MOINES STEEL COMPANY, a co-partnership composed of William H. Jackson, Ruth H. Jackson, and George A. Smith, 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 Two thousand five hundred seventy-five Dollars (\$2,575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 June, 1928.

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:

(1) The erection and construction on Lots 42 and 60, of Resubdivision of a portion of Rosemont Addition to Encanto Heights, in The City of San Diego, California, of a 150,000 gallon steel water tank together with tower and foundations;

(2) The construction of a pump house upon Lot 2, Rosemont Addition, in Encanto, in said City, and the installation therein of pump, motor, pipe, electric wiring and float-switch; 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:
WALTER H. METCALF

PITTSBURGH-DES MOINES STEEL CO.
By W. H. JACKSON)
RUTH H. JACKSON) Co-partners
GEO. A. SMITH)

Principal.
By A. C. PEARSALL, Atty. in fact.

(Seal) ATTEST:
PAUL BROWN, Ass't Secy.

SOUTHERN SURETY COMPANY, Surety.
By ROY ARMSTRONG, Vice President.

I hereby approve the form of the within Bond, this 2d day of July, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2d day of July, 1928.

(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.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 2d day of June, 1928, 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 PITTSBURGH-DES MOINES STEEL COMPANY, a co-partnership composed of William H. Jackson, Ruth H. Jackson and George A. Smith; party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

(1) The erection and construction on Lots 42 and 60, of Resubdivision of a portion of Rosemont Addition to Encanto Heights, in The City of San Diego, California, of a 150,000 gallon steel water tank, together with tower and foundations; all in accordance with the plans, drawings and specifications therefor contained in Document No. 223223, on file in the office of the City Clerk of said City.

(2) The construction of a pump house upon Lot 2, Rosemont Addition, in Encanto, in said City, and the installation therein of pump, motor, pipe, electric wiring and float-switch; all in accordance with the plans, drawings and specifications therefor contained in Document No. 223233, 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 TWO HUNDRED NINETY-NINE DOLLARS (\$10,299.00),

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 with one hundred (100) 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 TWO HUNDRED NINETY-NINE DOLLARS (\$10,299.00), said payments to be made as follows: Forty percent. (40%) of the said contract price shall be paid said contractor upon the delivery of all materials upon the ground; twenty per cent. (20%) of the whole contract price when the erection of the steel tower is started; fifteen per cent. (15%) of the whole contract price upon the completion of the work and the acceptance of the same by the Common Council. Twenty-five per cent. (25%) of the whole contract price and of the work so performed shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract, and the acceptance of the work and material thereunder by the Common Council, when on proof that the contract has been fully performed, and all charges for labor and material have been paid, the balance remaining unpaid shall be paid to said contractor.

Said contractor further agrees that it will not underlet nor assign this contract, 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 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 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 provision 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.

Said contractor further agrees to hold and save said City of San Diego, its officers, agents, servants and employees, harmless from and against all and every demand or demands of any nature or kind, for or on account of the use of any patented invention, article or appliance included in the material or supplies hereby agreed to be furnished under this contract, and should the contractor, its agents, servants or employees, or any of them, be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the contractor shall promptly substitute other articles, materials or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Manager of Operation. Or, in the event that the said Manager of Operation elects, in lieu of such substitution, to have supplied, and to retain and use any such invention, article, material, or appliance as may by this contract be required to be supplied, said contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary to enable The City of San Diego, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then and in that event the Manager of Operation shall have the right to make such substitution, or The City of San Diego may pay such royalties and secure such licenses, and charge the cost thereof against any money due the contractor from The City of San Diego, or recover the amount thereof from it and its surety, notwithstanding final payment under this contract may have been made.

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 these presents 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.
ATTEST:
WALTER H. METCALF.

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.
PITTSBURGH-DES MOINES STEEL COMPANY
By W. H. JACKSON)
RUTH H. JACKSON) Co-partners
GEO. A. SMITH)
By A. C. PEARSALL,
Atty. in fact.

I hereby approve the form of the foregoing Contract this 2d day of July, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between The City of San Diego, California, and Pittsburgh-Des Moines Steel Company, being Document No. 226910.

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

By August M. Hadetron Deputy.

AGREEMENT FOR RENEWAL OF OPTION.

WHEREAS, The City of San Diego entered into an agreement with Ray Trussell and May R. Trussell, husband and wife, on the 26th day of April, 1927, which said agreement is contained in Document No. 205775, 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 _____ of _____, at page _____, wherein and whereby the said Ray Trussell and May R. Trussell 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 parties entered into a supplemental agreement on the 30th day of April, 1928, modifying said option agreement of April 26th, 1927, which said supplemental agreement is contained in Document No. 223384, 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 _____ of _____, at page _____; and

WHEREAS, said agreement as modified by said supplemental agreement provided that The City of San Diego should have the right to renew said option on or before May 1st, 1928, for an additional period of one year from May 1st, 1928, upon the payment to the said Ray Trussell and May R. Trussell of the sum of twelve thousand eight hundred dollars (\$12,800.00); and

WHEREAS, said City is desirous of renewing said option upon said premises, NOW,

THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 9th day of July, 1928, by and between Ray Trussell and May R. Trussell, husband and wife, residing in the City of Escondido, 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 twelve thousand eight hundred dollars (\$12,800.00), the receipt whereof is hereby acknowledged, the said Owners, Ray Trussell and May R. Trussell, 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. 205775, and recorded in the office of the County Recorder of San Diego County, California, in Book _____ of _____, at page _____, et seq., and which said option was to run for a period of one year beginning May 1st, 1927, and ending May 1st, 1928, for an additional period of one year beginning May 1st, 1928, and ending May 1st, 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 Document No. 205775, as said agreement was modified by that certain supplemental agreement dated the 30th day of April, 1928, and contained in Document No. 223384, on file in the office of the City Clerk of The City of San Diego, as aforesaid, for the sum of sixty-four thousand dollars (\$64,000.00); and in the event that said City exercises its option on or before the expiration of the one year period herein provided for to purchase said lands, it shall 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 the 26th day of April, 1927, and the renewal thereof as herein contained, to-wit, the sum of twenty-five thousand, six hundred dollars (\$25,600.00).

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 April 26th, 1927, as contained in Document No. 205775, on file in the office of the City Clerk of said City by and between said Ray Trussell and May R. Trussell, husband and wife, and The City of San Diego, as said agreement was modified by said supplemental agreement dated April 30th, 1928, between said parties, as contained in Document No. 223384, on file in the office of the City Clerk of said City, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement and of said supplemental 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 resolution of said Common Council duly and regularly adopted, authorizing such execution the day and year first hereinabove written.

RAY TRUSSELL
MAY R. TRUSSELL, Owners

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
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 9th day of July, A. D. 1928, before me, FRED W. SICK, 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, State of California, the day and year first hereinabove written.

(Seal)

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

I hereby approve the form of the foregoing Agreement for Renewal of Option this 1st day of May, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Ray Trussell and May R. Trussell and The City of San Diego, California, being Document No. 227120.

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

LEASE

THIS INDENTURE, made in duplicate, this 16th day of July, 1928, between E. T. GUYMON & SON, INC., a corporation, party of the first part, hereinafter called the Lessor, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter called the Lessee, WITNESSETH:

WHEREAS, the party of the first part contemplates the erection of a two-story "Class A" or "Class B" Building, 50 feet by 100 feet in size on Lot A, Block 58, Horton's Addition, in The City of San Diego; and

WHEREAS, it is the desire of said second party to lease said building for the purpose of using the same as a public library, NOW, THEREFORE,

The party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises located on Lot A, Block 58, Horton's Addition, in The City of San Diego, together with a portion of the building to be constructed thereon.

Said lessor represents that it will construct on said premises a "Class A" or "Class B" Building, two stories in height, and 50 feet by 100 feet in size; the said public library to occupy the entire lower floor of said building and the westerly fifty (50) feet of the upper floor of said building.

TO HAVE AND TO HOLD the said premises for a period of five (5) years, commencing on the date when said building is completed and ready for occupancy by the San Diego Public Library, at a rental of four hundred dollars (\$400.00) per month, payable in advance on the first day of each and every month during said term; provided, however, that during the period from the beginning of the rental of said premises to and including the 30th day of June, 1929, if the City of San Diego, or the San Diego Public Library, does not have funds available to meet such rental payments, the same shall accumulate with the understanding, however, that all deferred rental payments shall draw interest at the rate of six per cent. (6%) per annum; provided, further, that all said rental payments so accumulated shall be paid from the taxation of said fiscal year commencing July 1st, 1928, and ending June 30th, 1929.

It is further understood and agreed that said lessee shall have the option to lease said premises for an additional period of five (5) years, the rental for said term to be mutually adjusted between said parties; but if the same cannot be adjusted and determined, the said lessee may demand that the question be submitted to a board of three arbitrators, one to be chosen by the City, one by the lessor, and a third to be selected by the two so chosen.

It is further understood and agreed that said lessee shall have an option to purchase said premises at the end of the ten (10) year period provided for in this lease, at a price to be mutually agreed upon between said parties; but if the same cannot be agreed upon, the said lessee may demand that the question be submitted to a board of three arbitrators, one to be chosen by the City, one by the lessor, and a third to be selected by the two so chosen.

It is further agreed that the lessee will pay for all gas, electricity and water used on said premises.

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

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

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

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

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

That the upper floor, or any part thereof, of said premises, shall not be used for a purpose which will disturb the occupants of said premises under this lease.

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, pursuant to a resolution authorizing such execution, and the said Lessor 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 instrument first above written.

E. T. GUYMON AND SON, Inc.
Lessor.
By E. T. GUYMON, President.

(Seal) ATTEST:
E. T. GUYMON, JR., Secretary.

THE CITY OF SAN DIEGO, Lessee.
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.

California, this 23rd day of July, 1928.

(Seal) ATTEST:
By 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 23rd day of July, 1928, 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:

- 242 lin. ft. 12", 14 gauge corrugated metal culvert
- 40 lin. ft. 18", 14 gauge corrugated metal culvert
- 24 lin. ft. 24", 14 gauge corrugated metal culvert
- 132 lin. ft. 36", 12 gauge corrugated metal culvert
- 118 lin. ft. 48", 10 gauge corrugated metal culvert

Delivery f.o.b. Chula Vista on track of San Diego & Arizona Railway Company. Said culvert to be in accordance with the 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:

242 lin. ft. 12", 14 gauge corrugated metal culvert at \$.784 per ft	\$189.73
40 lin. ft. 18", 14 gauge corrugated metal culvert at \$ 1.14 " "	\$ 45.60
24 lin. ft. 24", 14 gauge corrugated metal culvert at \$ 1.49 " "	\$ 35.76
132 lin. ft. 36", 12 gauge corrugated metal culvert at \$ 3.03 " "	\$399.96
116 lin. ft. 48", 10 gauge corrugated metal culvert at \$ 5.54 " "	\$653.72

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 7th day of August, 1928.

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:

Upon completion of delivery of said corrugated metal culvert, and the acceptance of the same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days when the balance remaining shall be paid 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 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.

ATTEST: (Seal)
R. K. TORBERT

WESTERN METAL SUPPLY CO.
By W. C. SHAW, Secretary.
Contractor.

I hereby approve the form of the foregoing contract, this 23d day of July, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Company and the City of San Diego, California, being Document No. 228178.

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

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF LEASE

WHEREAS, on the 25th day of January, 1926, The City of San Diego, as Lessor, entered into a lease with C. O. Harbell, as Lessee, covering certain lands belonging to said City particularly described in said lease, and which said lease is contained in Document No. 18-4420, on file in the office of the City Clerk of said City; and

WHEREAS, the Common Council of The City of San Diego by Ordinance No. 11843, entitled "An Ordinance authorizing C. O. Harbell to transfer to F. C. Jones, that certain lease owned by C. O. Harbell, as contained in Document No. 184420, on file in the office of the City Clerk of The City of San Diego," approved on the 23rd day of July, 1928, authorized said C. O. Harbell to transfer said lease and his rights thereunder to F. C. Jones;

NOW, THEREFORE, C. O. Harbell does hereby sell, assign and transfer to F. C. Jones, all his right, title and interest in and to said lease contained in Document No. 184420, on file in the office of the City Clerk of said City of San Diego, and any rights which he may

have acquired thereunder.

Said F. C. Jones hereby accepts said assignment of lease, and hereby undertakes and agrees to assume all of the obligations heretofore assumed by said C. O. Harbell, as lessee of said lease, and further agrees that this acceptance shall operate as an acceptance of the terms and conditions of said Ordinance No. 11843.

C. O. HARBELL
F. C. JONES.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of Lease by C. O. Harbell to F. C. Jones and acceptance of same, Being Document No. 228186.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Bonds Western Dredging, Inc., Dredging Municipal Airport. Being Document No. 225173.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of July, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, party of the second part, WITNESSETH:

That said Irrigation District hereby agrees to sell to The City of San Diego, during the remainder of the year 1928, not to exceed three hundred fifty (350) million gallons of its surplus water; and the said City of San Diego agrees to take, purchase and pay for said three hundred fifty (350) million gallons of water during the said year 1928; the said water to be taken by said City as it may desire.

The price at which said water is to be furnished by the District and paid for by the City shall be and is hereby fixed at nine (9) cents per hundred cubic feet, payable on or before the 15th day of each month, for water taken by said City during the preceding month.

Said District further agrees that in the event of an emergency which will prevent the said City from obtaining a sufficient supply of water from the City's system, it will furnish any amount of surplus water which the city may require, and which the District may have, over and above said three hundred fifty (350) million gallons of water, up to the carrying capacity of its transmission line from Murray Reservoir to East San Diego, during the continuance of such emergency, at the same rate of nine (9) cents per hundred cubic feet.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their corporate names and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By HARRY C. CLARK, Mayor.

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

LA MESA LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT
By IRA C. ROBINSON, President.

(Seal) ATTEST:
RUTH C. DREW, Secretary.

I hereby approve the foregoing contract this 18th day of July, 1928.

JAS. E. O'KEEFE, City Attorney.

I hereby approve the foregoing contract this 24th day of July, 1928.

H. N. SAVAGE
Expert Engineer in Charge of Water Development.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with La Mesa Lemon Grove & Spring Valley Irrigation District with the City of San Diego, California, being Document No. 228263.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 30th day of July, 1928, 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 BARCLAY and SCHANIEL, a co-partnership composed of Ed D. Barclay and Peter F. 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 sum of money hereinafter 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:

Constructing the wooden bulkhead as shown on the plans, and to construct said wooden bulkhead in the manner and in the amount, 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 11th day of May, 1928, marked "Document No. 223921," and endorsed "Plans & Specifications for wooden Bulkhead near foot of Laurel Street," said plans consisting of one sheet numbered one and said specifications consisting of five pages.

That true copies of the advertisement for bids, instructions to bidders, proposals of contractor, and plans and specifications are hereto annexed, marked "Exhibit A" and by

reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

Said Contractor agrees to do and perform all of said work at and for the following prices:

To construct 550 lineal feet of wooden bulkhead:
For the sum of Six and 94/100 Dollars (\$6.94) per lineal foot. It is further understood and agreed as follows:

1. Whenever the words "City," "Engineer" or "Contractor" are used in this Agreement, they shall be mutually understood to refer, respectively, to The City of San Diego, the Engineer in charge of the work, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.

2. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the Contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the Specifications, or should further explanation or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

3. The Contractor shall commence work within thirty (30) calendar days after the signing of this Contract by The City of San Diego, and shall complete said work within sixty (60) calendar days after the signing of this Contract by The City of San Diego.

4. It is further stipulated and agreed that time is the essence of this Contract, and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of Twenty Dollars (\$20.00) per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by The City of San Diego, and that said Contractor will pay to the said City, as liquidated damages, the sum of Twenty Dollars (\$20.00) for each and every day's delay in the completion of the work beyond the time allowed herein; and said Contractor agrees to pay said liquidated damages as herein provided; and agrees that in case the same are not paid, said City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this Contract.

5. Said Contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council, shall have the absolute right, without notice and at its election, to at once terminate and cancel this Contract for any delay in prosecuting the work as agreed, or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this Contract shall not be any excuse or defense whatsoever, to the right of The City of San Diego to terminate the Contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract or after advertisement, as The City of San Diego, acting by a majority of the members of its Common Council, may determine, and this right is hereby given to said City of San Diego.

6. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which he has no control, he shall have no claim for damages therefor, but he may be given such extension of the time specified herein for the prosecution and completion of the work as The City of San Diego, acting by a majority of the members of its Common Council decides is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.

7. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by The City of San Diego, nor to injure their work, and shall promptly make good at his own expense any injury to such work, workmen or contractors by his act or omission. Any differences or conflicts which may arise between the Contractor and other contractors or the workmen of the City in regard to their respective work shall be adjusted and determined by the Engineer.

8. The Contractor shall constantly give his personal attention to the faithful prosecution of the work; he shall keep the same under his personal control; and no interest in this Contract shall be transferred by the Contractor to any other parties, 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 not sublet or subcontract the whole or any part of the work without the consent or authorization of the Common Council of The City of San Diego evidenced by resolution passed by said Common Council. With his request to said Common Council for permission to sublet or subcontract the whole or any part of the herein required work, he shall file a copy of the contract which he proposes to enter into for subletting or subcontracting the whole or any part of said work, and he shall state the name and place of business of such subcontractor as he intends to employ, together with such other information as will enable said Common Council to determine the responsibility and standing of said subcontractor.

No subcontract will be considered unless the original Contract between the Contractor and The City of San Diego is made a part thereof, nor unless it appears to said Common Council that the proposed subcontractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete such work in accordance with these specifications to the satisfaction of said Common Council.

No subcontract shall relieve the Contractor of any of his liabilities or obligations under this Contract. He shall not, either legally or equitably, assign any of the moneys payable under this Contract, or his claim thereto, unless with the like consent of said Common Council.

9. The Contractor shall maintain an office equipped with telephone instruments connected with local and long distance telephone, in the City of San Diego, during the continuance of his Contract, and shall have in said office at all times between 8:30 A.M. and 5:00 P.M. (Sundays and legal holidays excepted), a representative authorized to receive drawings, notices, letters or other communications, and such drawings, notices, letters or other communications given to or received by such representative shall be deemed to have been given to and received by the Contractor.

10. The delivering at or mailing to the Contractor's office in the City of San Diego (written notice of which address shall be given to the Common Council of The City of San Diego within ten (10) days of the date of the Contract), or the delivering to the Contractor in person or to his authorized representative in said City of San Diego of any drawing, notice, letter or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

11. Said Contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for material or supplies furnished for the performance of said work, and to hold said City

harmless for 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. In the event that there shall be a disagreement between the Contractor and said Common Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of such Common Council on that behalf and shall provide sufficient insurance to meet such determination of said Common Council.

12. Should the Common Council of The City of San Diego, in connection with the work herein specified, require any work to be done or material to be furnished which is not now contemplated or provided for in this Contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, it may call upon and order the Contractor to perform such additional work, or to reduce the amount of the work, and the same shall not in any way affect the validity or make void this Contract. The amount of such added or omitted work or materials shall be agreed upon in writing and shall be paid for at the agreed price or at actual necessary cost, as determined by the Engineer, and approved by the Common Council, plus fifteen per cent (15%) profit. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for office expenses, general superintendence or other general expenses. The amount of such added or omitted work or material shall be added to or deducted from the amount of the Contract as the case may be, and this Contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extent thereof; provided, however, that should any such alterations or deviations in, additions to or omission from said Contract, drawing and specifications be made, then the Contractor shall be entitled to such an extension of time for the completion of this Contract as may be necessary, in the opinion of the Engineer, to complete the work required by such alterations or deviations, in, or omission from, said Contract, drawings or specifications. Such work shall be classed as "added" or "reduced" work, and must be authorized by the Engineer and approved by the Common Council in the form of a "Change Order," and accepted by the Contractor in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

13. Progress estimates, based on the contract price, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate, and upon approval of the estimate, eighty-five per cent. (85%) thereof shall be paid by said City to the contractor in warrants drawn upon the proper fund of said City, and fifteen per cent. (15%) shall be retained by the City until the final acceptance of the work, as provided in Section 14 hereof.

14. FINAL INSPECTION, ESTIMATE, ACCEPTANCE AND PAYMENT.

Whenever, in the opinion of the Engineer, the Contractor shall have completed the entire 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, replacements, or renewals, he will certify to the City in writing as to such completion, and will further certify as to the entire amount of work performed, including extra work, and as to the value thereof. The City, upon receipt of said certificate, will in turn certify the aforesaid certificate or estimate through proper channels for payment, and will notify the Contractor and his surety of the acceptance of the work.

At the expiration of thirty-five (35) days from the date of acceptance of the work by the Common Council of said City, and when a release of all claims against the City, under or by virtue of the Contract, has been executed by the Contractor and filed with the Engineer, final payment, including the sum of money withheld as above specified, will be made of any balance due the Contractor, less the aggregate amount of liens, if any, on file under or pursuant to this agreement.

15. Said Contractor further agrees and covenants that neither said Contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this Contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life or property; and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for such 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.

16. 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.

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

IN WITNESS WHEREOF, this contract is executed by The City 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 contract to be executed by the members of the co-partnership, 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.

ATTEST:

BARCLAY & SCHANIEL
By ED D. BARCLAY
PETER F. SCHANIEL, Contractor.

I hereby approve the form of the foregoing Contract this 26th day of July, 1928.

JAMES L. O'KEEFE, City Attorney.
By H. B. DANIEL, Assistant City Attorney.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That BARCLAY and SCHANIEL, a co-partnership composed of Ed. D. Barclay and Peter F. 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 Nineteen hundred ten Dollars (\$1910.00), 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 binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 26th day of July, 1928.

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 Barclay and Schaniel, 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

Constructing a wooden bulkhead on the Municipal Tidelands near the foot of Laurel Street in accordance with the plans and specifications therefor, and to construct said wooden bulkhead, 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.

BARCLAY & SCHANIEL
By ED D. BARCLAY
PETER F. SCHANIEL, Principal.
NEW YORK INDEMNITY COMPANY, Surety.
By M. G. WHITE, Attorney-in-fact.

ATTEST: (Seal)

ATTEST:

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 26th day of July in the year one thousand nine hundred and twenty-eight before me Algy E. Lillcrap, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. G. 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. G. White acknowledged to me that he subscribed the name of NEW YORK 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)

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 26th day of July, 1928.

JAMES O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 30th day of July, 1928.

(Seal) ATTEST:
ALLEN H. WRIGHT, City Clerk.
ATTEST:
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 BARCLAY and SCHANIEL, a co-partnership composed of Ed D. Barclay and Peter F. 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, a municipal corporation in the County of San Diego, State of California, in the sum of Nine hundred fifty-five Dollars (\$955.00), 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 July, 1928

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 constructing a wooden bulkhead on the Municipal Tidelands near the foot of Laurel Street in accordance with the plans and specifications therefor, and to construct said wooden bulkhead 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.

BARCLAY & SCHANIEL
By ED D. BARCLAY
PETER F. SCHANIEL, Principal

NEW YORK INDEMNITY COMPANY, Surety.
By M. G. WHITE, Attorney-in-fact.

ATTEST:

ATTEST: (Seal)

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

On this 26th day of July in the year one thousand nine hundred and twenty-eight before me, Algy E. Lillcrap, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. G. 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. G. White acknowledged to me that he subscribed the name of NEW YORK 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)

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

I hereby approve the form of the within Bond, this 26th day of July, 1928.

JAMES O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.
Common Council of The City of San

Approved by a majority of the members of the
Diego, California, this 30th day of July, 1928.

ATTEST: (Seal)
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.

NOTICE

NOTICE IS HEREBY GIVEN, that sealed proposals will be received at the office of the Purchasing Department of the City of San Diego, California, No. 205 Pacific Bldg., of said City until 11:00 o'clock A.M. of the 29th day of 29th May, 1928, and will at that hour be opened for:

The construction of a wooden bulkhead on the Municipal Tidelands near the foot of Laurel Street and the furnishing of all labor, materials, and equipment therefor (except wire rope and clamps for same which will be furnished to the Contractor by the City of San Diego) in accordance with the plans and specifications which are on file in the office of the City Clerk, bearing Document No. 223921.

Plans and specifications can be obtained at this office upon depositing Fifteen Dollars (\$15.00), Ten Dollars (\$10.00) of which will be refunded upon the return of said plans and specifications.

Each bidder must accompany his bid with a check upon some responsible bank, properly certified, payable to the City Clerk of the City of San Diego, for a sum equal to five per cent of the aggregate sum of the bid, which check and the moneys represented thereby shall be held by the City as a guarantee that the bidder, if awarded the contract, will in good faith enter into such contract and give the security required for the faithful performance thereof. Such check and the moneys represented thereby otherwise will be forfeited to the City. No bid will be received that is not accompanied by such certified check.

All proposals shall be made upon printed forms which will be furnished gratuitously by the Superintendent of the Purchasing Department of said City, and must be accompanied by the affidavit appearing upon said form, and no bid will be considered that does not contain such affidavit. Each bidder is directed to endorse on the envelope containing his bid his name and the character of work or material upon which the bid enclosed is submitted.

The successful bidder will be required to furnish the City with a bond, with good and sufficient sureties, in a sum equal to twenty-five per cent (25%) of the amount of the contract price, conditioned for the faithful performance of said contract.

The successful bidder will also be required to furnish the City with a labor and materialsman's bond in an amount of not less than fifty per cent (50%) of the amount of the contract, conditioned upon the payment by said contractor of all materials or supplies furnished in the performance of the work contracted to be done by the terms of the contract, and for any work or labor done thereon of any kind.

All bidders are hereby referred to the specifications on file in the office of the City Clerk of said City, or herein referred to, for full details and description of said work.

The right is reserved to reject any and all bids.

For further particulars, address the Superintendent of the Purchasing Department of the City of San Diego.

Dated this 16th day of May, 1928.

A. V. GOEDDELL,
Superintendent of the Purchasing Department of the City of San Diego.

INSTRUCTIONS TO BIDDERS

1. The work herein contemplated includes the construction on the Municipal Tidelands near the foot of Laurel Street, of 550 feet of wooden bulkhead complete.

Bidders shall understand that the above quantity is approximate only, and that the right is reserved to increase or diminish the quantity of work to be done, under contract, and that the Contractor will be paid for work actually performed at the unit price bid regardless of the above approximation.

2. When a proposal is made by a copartnership, the copartnership name, as well as the names of the individual members of the copartnership shall be signed in full.

3. Anyone signing a proposal as the agent of another or others, or as an officer of a corporation, shall file with it legal evidence of his authority so to do.

4. The place of residence of each bidder shall be given in full after his signature.
5. No alterations by erasures or interlineations will be allowed and permission will not in any case be given for the withdrawal, modification or explanation of any bid.
6. All prices shall be stated both in words and figures.
7. The Common Council of the City of San Diego reserves the right to reject any and all bids.
8. Each bidder shall satisfy the Common Council of the City of San Diego of his ability to furnish the materials and equipment and to perform the work contemplated. The character of the equipment to be used, the adequacy of the security offered and the previous experience and responsibility of the bidder will be considered in awarding the contract.
9. Reasonable grounds for supposing that any bidder is interested in more than one proposal will cause the rejection of all proposals in which he is supposed to be interested. Reasonable grounds for supposing that any bidder has sought by collusion to secure to himself any advantage over other bidders will cause the rejection of his proposal.
10. Bidders shall visit the site of the work in order to inform themselves regarding the actual conditions. Failure to do so shall not entitle any contractor to any allowance due to ignorance of the conditions.
11. These instructions shall be construed with and made a part of the contract.
12. Each proposal shall be made and received with the express understanding that the bidder accepts the terms and conditions contained in the plans and specifications and form of contract and bond on file in the office of the City Clerk of the City of San Diego.
13. Bidders are invited to be present at the opening of the proposals.

PROPOSAL

City of San Diego,
May 29, 1928.

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

The undersigned, after having examined the attached specifications, and form of contract and bond, and the plans on file at the office of the City Clerk, bearing Document No. 223921 and agreeing that the quantities may vary as hereinbefore stated in "Instruction to Bidder," proposes to perform the following work and to maintain the same until the final acceptance of the work by the Engineer, the Harbor Commission and the Common Council of the City of San Diego, in accordance with the above mentioned specifications and plans, for the following price:

Proposal for furnishing all labor, materials, and equipment (except wire rope and clamps for same) and constructing approximately 550 lineal feet of wooden bulkhead complete, the sum of Six and 94/100 (\$6-94/100) Dollars per lineal foot.

It is hereby agreed that the Common Council of the City of San Diego has the right to reject the above proposal and if such proposal is rejected then the enclosed certified check for Two Hundred and 00/100 (\$200.00) which is made payable to the City of San Diego, shall be returned to the undersigned within fifteen (15) days from the date hereof.

If the proposal is accepted and the work is awarded and the undersigned shall fail to enter into a contract of the form and the terms hereto attached, within ten (10) days after the award has been made, then the said check shall be cashed and the amount thereof paid into the treasury of the City of San Diego as liquidated damages for the failure of the undersigned to comply with the terms of their proposal.

The undersigned further proposes and agrees to commence work under this contract for constructing wooden bulkhead within thirty (30) calendar days and to complete said work sixty (60) calendar days after signing the contract.

Presented herewith is a check for the sum of 200.00 Dollars, duly certified by the Bank of Italy-Southern Trust Branch payable to the order of the City Clerk of the City of San Diego.

BARCLAY AND SCHANIEL
ED D. BARCLAY
PETER F. SCHANIEL

Bid for Laurel St. Bulkhead
Opened 11:30 A. M. 5/29/28
Purchasing Dept.

STATE OF CALIFORNIA (ss.
CITY AND COUNTY OF SAN DIEGO)

Ed D. Barclay & Peter F. Schaniel, being duly sworn, says that they are Bidders under notice of the Purchasing Agent of the City of San Diego hereto attached, inviting sealed proposals for the work to be done under Contract for a wooden bulkhead, that the bid herewith presented is genuine, and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that, they have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person or firm or corporation to refrain from bidding, and that the said bidders have not in any manner sought by collusion to secure an advantage over other bidders.

(SIGNED) Ed D. Barclay
Peter F. Schaniel.

SUBSCRIBED AND SWORN TO before me this 29th day of May, 1928.

(Seal)

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

SPECIFICATIONS

Article 1.

Work to be done.

1. The work to be done under these specifications consists in furnishing all necessary labor, tools, machinery, equipment and material (except wire rope, and clamps for same which will be furnished to the Contractor by the City of San Diego) for constructing, and constructing a wooden bulkhead on the Municipal Tidelands near the foot of Laurel Street.

2. The work herein contemplated shall be done in strict accordance with these specifications and with the official plans and profiles on file in the office of the City Clerk of San Diego.

Article 11.

Plans, Surveys and Inspection

1. Definition of terms: Whenever the term "Engineer" is used in the specifications it is understood to refer to the Engineer in charge of the work, he being the representative of the Port Director. Whenever the term "Contractor" is used it is understood to refer to

the second party to the contract.

2. Plans and Profile: The plans and profiles for the work to be done under these specifications consisting of one sheet showing general and detailed plans and profiles for the construction of a wooden bulkhead on the Municipal Tidelands near the foot of Laurel Street in the City of San Diego, California.

3. Plane of Reference: All depths and elevations in these specifications and in the aforesaid plans and profiles are referred to mean lower low water, the datum of the U.S. Coast and Geodetic Survey.

4. Surveys and Levels: Sufficient lines and levels will be furnished by the Engineer from which the Contractor shall lay out his work. The Contractor will be held responsible for the correctness of any other lines and levels, and shall satisfy himself as to the accuracy of lines and levels furnished by the Engineer.

5. Nature of Ground: Bidders shall form their own judgment of the nature of the ground on which the work shall take place. No allowance will be made for the failure of a bidder or of the Contractor to estimate correctly the difficulties attending the execution of the work.

6. Inspection: The work will be conducted under the general direction of, and subject to the approval of, the Port Director's Engineer who will enforce a strict compliance with the requirements of the plans and specifications. He will measure quantities of work performed, assist the Contractor in maintaining correct lines, ranges and levels, and see that the specifications are complied with; but the presence of the Engineer shall not relieve the Contractor of any responsibility for the proper execution of the work. The Contractor shall furnish such labor and material as may be necessary in measuring quantities and supervising the work. The Contractor shall furnish such piles, ranges and stakes as may be required. The cost of meeting these requirements shall be included in the price bid.

Article III.

MATERIALS.

1. The material to be used in this work consists of the requisite quantities of untreated wooden piling, lumber, drift-pins, bolts, nails, wire rope and clamps, and such other material as may be necessary to execute the work. The wire rope and clamps for same will be furnished the Contractor by the City of San Diego, and will be delivered to him on the Mole Pier.

All other materials shown on the plans called for in the specifications, or needed to complete this work, shall be furnished by the Contractor. All material used in the structure will be subjected to a rigid examination and test, and if found defective, under-size, unsuitable or not as specified, will be condemned and must be immediately removed from the work by the Contractor at his expense. Materials may be rejected at any time for defects which may be disclosed or which may develop in the course of the work, notwithstanding any previous test or inspection, and shall be removed by the Contractor as indicated above.

2. Testing and Inspection: All materials shall be delivered on the work or submitted to the Engineer as samples when so directed in ample time to permit of inspection and testing.

3. Wooden Piling (Anchor and Wall) The piles shall be fresh cut, close grained, first quality Douglas Fir piles, showing no traces of sap or wind shakes, heart or falling checks, large or unsound knots. They shall not be churn-butted, and shall not twist more than once in thirty feet (30'). They shall be so nearly straight that a straight line joining the center of the ends will lie entirely within the pile body. They shall be free from evidence of marine borer attack. The piles shall not be less than 14" in diameter at the butt, and not less than 10" at the tip.

4. Lumber: All lumber to be used in the prosecution of this work, unless otherwise specified or noted, shall be weather seasoned, sound and straight No. 1 common and better Douglas Fir, free from loose or rotten knots, knot holes, splits, shakes, rot or other defects that materially impair the life and strength of the piece for the purpose for which it is intended.

5. Drift-pins and Bolts: Drift-pins and bolts shall be made of unfinished common steel. Bolts shall have square heads and nuts and shall be provided with malleable cast iron washers under bolt heads and nuts. The washers shall be of standard design and size for the size of bolts on which they are used.

Article IV

Construction of Wooden Bulkhead

1. Work Included: The work of constructing the wooden bulkhead includes the furnishing and driving of all wall, anchor, and sheet piling, the furnishing, framing and bolting or drifting into place of all waling, the furnishing of all battens, and the anchoring of the wall to anchor piles with (wire rope and clamps furnished by the City of San Diego) the furnishing of the necessary nails, spikes, bolts, drifts and washers, the nailing or spiking into place of all battens and sheet piling, and all other work necessary to complete this job in a satisfactory manner in accordance with the plans and specifications therefor.

2. Pile Driving: Piles shall be of the size and quality hereinbefore specified and shall be driven or jetted in the locations shown on the plans, to or below the depth indicated and cut off as shown on same. The top of the wall and anchor piles shall be protected by steel rings to withstand driving and prevent brooming. Care shall be taken in driving to secure proper alignment and a neat appearance of the wall.

3. Framing and Bolting of Waling: The top and bottom waling shall be placed to break joints; top waling shall have butted joints and be bolted into place. Bottom waling shall have lapped joints and be drifted into place. Wall piles shall be dapped to give each wale in butt joints a minimum bearing surface of eighteen square inches. All other points of support for waling on wall piles shall have a minimum bearing surface of eighteen square inches.

4. Sheet Piling: Sheet piling shall meet the specifications hereinbefore given for lumber, and shall be closely driven in the location and to or below the depth shown on the plans. Each pile shall be secured with four 60 penny spikes, two to each wale.

5. Battens: Battens shall meet the specifications for lumber and shall be securely nailed with eight penny nails over the joints in the sheet piling. Care shall be taken to secure a tight wall.

6. Anchor Ties: Anchor ties shall be wire rope placed as shown on plans. They shall be clamped; and twisted until in the judgment of the Engineer the proper tension has been secured.

Article V

Time of Completion

The Contractor shall commence work on the bulkhead not later than thirty (30) days after the contract is let, and must finish work not later than sixty (60) days after the contract is let.

Article VI
General Conditions

1. The Contractor must abide by and comply with the true intent and meaning of these specifications, which shall be construed to include all measures, materials, and modes of work necessary to complete the work herein specified in a thorough and workmanlike manner.

2. If, from any cause, any portion or portions of the work be done in violation of these specifications or without the approval of the Engineer, the Contractor shall, at his own expense, remove and rebuild such portion or portions properly; and upon his refusal so to do the Engineer may cause such removals to be made and the work done properly, and shall deduct the cost of same from the amount due the Contractor.

3. All work must be done under the supervision and to the satisfaction of the Engineer and all questions and disputes with regard to the intent and interpretation of these specifications and estimates and measurements of material and work shall be referred to him, and his decision thereon shall be final.

4. Should any question arise as to the conduct of the work or the intent or interpretation of these specifications, or should further explanations or details be required, the Contractor must apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

5. All corrections of errors or omissions in these specifications or plans may be made by the Engineer, when such correction is necessary for the proper fulfillment of their intention as construed by him.

6. The misplacement, addition or omission of any word, letter, figure or punctuation mark, shall in no way change the true spirit, intent or meaning of these specifications.

7. Any part of the work which is not mentioned in these specifications, but is shown on the drawings, or any part not shown on the drawings or described in the specifications, but which is reasonably implied by either, or is necessary or usual in the construction or work of this class, shall be furnished and installed by the Contractor as if fully described in the specifications and shown on the drawings.

8. If any portion of the construction provided by these plans and specifications, or any apparatus used by the contractor in the prosecution of the work, is covered by letters patent, the royalties due to or become due for the use thereof, shall be paid by the Contractor and must be included in his proposal.

9. The Contractor shall keep proper lights each night between the hours of sunset and sunrise upon all floating plant connected with the work, upon all ranges and other stakes in connection with it when necessary, and upon all buoys of such size and in such locations as to endanger or obstruct navigation and shall be responsible for all damages resulting from any neglect or failure in this respect.

10. The Contractor will be required to properly barricade the work so as to afford protection to the public. The Contractor shall be required to hold the City of San Diego and the Harbor Commission, either in an official or personal capacity, harmless from liability caused by injury to persons or property.

11. The Contractor shall protect his work and material and adjoining existing structures from injury from any cause and until the completion and acceptance of the work. Should any injury occur prior to the final estimate, the Contractor shall claim no compensation therefor, nor for the work done in substitution thereof, but shall repair such injury. The Contractor shall at no time have the right to remove any portion of the work in place, nor any material on the ground, without the order and consent of the Engineer.

12. The Engineer may, in his discretion, from time to time direct the order in which and the points at which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be required, in his opinion, to safeguard the interests of the City of San Diego. The Contractor shall immediately comply with and follow any and all orders and instructions given by the Engineer, but nothing herein contained shall be taken to relieve the Contractor of any of his obligations or liabilities under this contract.

13. Contractors and workmen engaged in this work, or other work which the City may order, shall have access to the work at such times and places as the Engineer may direct; and the Contractor when so directed shall coordinate his operations with such work of the City or of other Contractors so that the entire structure may be completed at the earliest possible date.

14. The Contractor will be permitted the use of the necessary area for material yard and shop at Beech and Harbor Street, or other appropriate location agreed upon.

15. When required by the Engineer, the Contractor shall remove all temporary structures and all debris and surplus materials which may have accumulated during the prosecution of the work, and on the completion shall leave the premises in a clean and neat condition. The work will not be accepted until the cleaning up is done to the entire satisfaction of the Engineer.

16. The Engineer may, at his discretion, order the removal of any superintendent, foreman or workman, who refuses by word or action to comply with the Engineer's instructions regarding the prosecution of the work.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Barclay and Schaniel with the City of San Diego, California, being Document No. 228380.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY 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 Four Hundred Fifty-Six Dollars (\$456.00), lawful money of the United States of America, to be paid said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of July, 1928.

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:

800' - 12-1/2" inside diameter, 40 lb. well casing

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.

WESTERN METAL SUPPLY CO.
By B. B. STARKE, President.

Principal.

ATTEST: (Seal)
W. C. SHAW, Secy.

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

ATTEST: (Seal)
ARCHIE R. GOWAN, Resident Assistant Secretary.

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

On this 31st day of July, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego
County, State of California.

(Seal)

I hereby approve the form of the within Bond, this 6th day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, 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 August, 1928.

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

VIRGILIO BRUSCHI
S. P. McMULLEN
E. H. DOWELL
L. C. MAIRE
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 6th day of August, 1928, 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:

800 - Lineal feet 12-1/2" I.D. x 45 lb. Diamond BX
Lapweld steel casing, with couplings attached;

in accordance with the specifications on file in the Office of the Superintendent of the Purchasing of said City; delivery f.o.b. San Diego.

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

The sum of Two Hundred Twenty-seven and 76/100 Dollars (\$227.76) per 100 feet.

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 Two Hundred Twenty-seven and 76/100 Dollars (\$227.76) per 100 feet.

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.

ATTEST: (Seal)
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.

ATTEST: (Seal)
W. C. SHAW, Secy.

WESTERN METAL SUPPLY CO.
By B. B. STARKE
President.
Contractor.

I hereby approve the form of the foregoing Contract, this 6th day of August, 1928.
JAS. E. O'KEEFE, City Attorney
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Company with the City of San Diego, California, being Document No. 229028.

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

AGREEMENT

San Diego, Calif., July 20, 1928.

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

Gentlemen:

I am the owner of lots 8 and 9, Block 7, Brooks Addition, and I am desirous of placing a wall approximately three feet east of the east line of said lots, which will allow a flight of steps and a landing to project into Sixth Street.

If at any time it is necessary that these steps and platform be removed, or that the area way which will exist between this wall and my property line be necessary for side-walk purposes, I hereby agree that this work will be done at the expense of the owner of said lots 8 and 9.

This agreement is binding, not only on myself, but also on my heirs and assigns.

RMG/l.

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

Very respectfully,
(Mrs. M.) Grace N. B. German
M. German.

On this 1st day of August, 1928, before me, E. H. Holmboe, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Grace N. B. German, known to me to be the person whose name is subscribed to the within instrument and she acknowledged to me that she executed the same.

Witness my hand and Official Seal the day and year in this certificate first above written.
(Seal)

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

My commission expires July 28, 1929.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Mrs. M. German and the City of San Diego, California, being Document No. 229042.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That HAZARD GOULD & 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 TWO THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$2825.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of August, 1928.

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:

3 - Layne & Bowler deep well turbine pumps with capacity of 820 gallons per minute against 95' head; and

10 - Layne & Bowler deep well turbine pumps with capacity of 450 gallons per minute against 95' head;

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)

HAZARD GOULD COMPANY
By E. E. EVERSOLE, Sec. Principal.
MARYLAND CASUALTY COMPANY, Surety.
By F. F. EDELEN,
Its Attorney-in-Fact.

ATTEST: (Seal)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 6th day of August 1928, 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 there-
to is 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 6th day of August, 1928.
JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City
Attorney.

Approved by a majority of the members of the Common Council of the City of San
Diego, California, this 13th day of August, 1928.

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.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 13th day of August, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and HAZARD GOULD & 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 furnishing and installation at the Riverview Pumping Station of:

3 - 12" Type EMC LAYNE & BOWLER deep well turbine pumps, complete, with 60' of column and 15' of suction pipe and strainer, pumps to be equipped with the latest design Top Drive pump heads, together with and arranged for direct connection to

3 - 30 HP 440 volt, 3 phase, 60 cycle, 4 pole, hollow shaft vertical General Electric Motors, with

3 - General Electric magnetic contactors, with overload thermo relays, low voltage release and push button control;

Capacity 820 gallons per minute against 95' head;
And,

10- 12" Type DLC LAYNE & BOWLER deep well turbine pumps, complete, with 60' of column and 15' of suction pipe and strainer, pumps to be equipped with latest design Top Drive pump heads, together with, and arranged for direct connection to

10 - 20 HP 440 volt, 3 phase, 60 cycle, 4 pole hollow shaft vertical General Electric motors, with

10 - General Electric magnetic contactors, with thermo overload relays, low voltage release and push button control.

Above described pumps are to be installed by contractor on foundations furnished by the City, said contractor to do all necessary inside wiring between motor, starter and power company's leads at each well site.

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

3 - 12" Type EMC Layne & Bowler pumps, with General Electric motors and contactors, installed, for the sum of ----- \$2836.70;

10 - 12" Type DLC Layne & Bowler pumps, with General Electric motors and contactors, installed, for the sum of ----- \$8455.00.

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 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:

For 3 - 12" Type EMC Layne & Bowler pumps, with General Electric motors and contactors, installed, the sum of ----- \$2836.70;

For 10 - 12" Type DLC Layne & Bowler pumps, with General Electric motors and contactors, installed, for the sum of ----- \$8455.00.

said payments to be made as follows:

Upon the completion of the said work, and the acceptance of the work and material thereunder by the Common Council and on proof that the contract has been fully performed and all charges for labor and material have been paid, the said contract price shall be paid in full 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.

Material
and Labor Bond

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of H. N. Savage, 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 material or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at _____ 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 H.N. Savage, 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.

ATTEST: (Seal)
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.

ATTEST: (Seal)

HAZARD GOULD COMPANY
By E. E. EVERSOLE, Sec.

Contractor.

I hereby approve the form of the foregoing Contract, this 6th day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Hazard Gould & Co. with the City of San Diego, California, being Document No. 229135.

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

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 13th day of August, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and the SAN DIEGO CONSOLIDATED GAS AND ELECTRIC 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 WHEREAS, the contractor has been awarded the contract for the work hereinafter mentioned and authorized by Resolution No. 46368 of the Resolutions of the Common Council of The City of San Diego, adopted July 16, 1928,

NOW THEREFORE, These Presents Witness: That for and in consideration of the covenants and agreements herein contained and the retention by said contractor of materials removed as hereinafter provided, said contractor hereby covenants and agrees to and with the City that it will do and perform, or cause to be done and performed, in a good and workman-like manner, under the direction and to the satisfaction of the Superintendent of Streets, and furnish the necessary materials required for the execution and completion thereof, the following described work, to-wit:

The removal of all existing street light standards on Fifth Avenue, between the south line of Ash Street and the north line of J Street, in the City of San Diego, California, together with the lamps, glassware and wiring.

After removing standards and conduits, all metal parts shall be removed at least one half inch (1/2") below the top of the sidewalk. They may be either broken down to that level or cut off by oxy-acetylene or some equally effective method.

After existing standards are removed as herein specified, the sidewalk surface shall be finished with cement mortar, as described in Standard Specifications 119-A of the City of San Diego on file in the Office of the City Engineer of said City.

A total of sixty-one (61) standards are to be removed within the limits and in the manner hereinbefore provided; said work to be commenced on the 15th day of August, 1928, and diligently and expeditiously prosecuted to completion.

Said City, in consideration of the performance of the said work 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, hereby agrees that said contractor shall have and recover to it all materials removed as provided herein, as and for full payment for the removing of said materials. Said contractor hereby agrees to accept said removed materials as and for its full and complete compensation for the removing of said materials.

It is mutually agreed by and between the parties hereto that in no case (except where it is otherwise provided in the Charter of The City of San Diego, or the general laws in effect in said City) shall the City or any department, board or officer thereof be liable for any delinquency of persons in the performance of the aforesaid work.

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.

ATTEST: (Seal)
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

Party of the First Part.

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY

By A. E. HOLLOWAY, Supt. Commercial Dept.

Party of the Second Part.

JAS. E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, 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 with the City of San Diego, California, being Document No. 229380.

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

AGREEMENT FOR HIRING SERVICES OF BROADCASTING STATION

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 13th day of August, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and the AIRFAN RADIO CORPORATION, a corporation duly organized, existing and doing business under and by virtue of the laws of the State of California and having its principal place of business at San Diego, in said County and State, hereinafter sometimes called the Station, WITNESSETH:

THAT WHEREAS the Mayor and Common Council of The City of San Diego are desirous of securing for the City a high class of publicity, and in order that such publicity shall have an entertaining and educational value, they have decided to enter into an agreement for the broadcasting by radio of such publicity entertainments; and

WHEREAS, the Station is the owner and operator of broadcasting station KFSD, at San Diego, California, and is desirous of entering into an agreement to broadcast such publicity entertainments for a compensation;

IT IS HEREBY AGREED between the City and the Station as follows:

1. That the Station will at its own cost and expense make all necessary proper connections and will properly equip and connect the station with the Spreckels Organ in Balboa Park for the purpose of fully and completely and perfectly broadcasting the organ recitals from said organ and for the further purpose of broadcasting such other features, programs, entertainments and lectures from said organ pavilion in Balboa Park, as hereinafter referred to.

2. That the Station agrees to use the following equipment, as well as all other necessary and proper equipment for said purpose: Units one, two and three of Western Electric speech input, with five transmitters. Said equipment to be connected with broadcast station KFSD by telephone circuits equalized to five thousand cycles, transmitting a band of frequencies of approximately one hundred cycles to five thousand cycles without distortion.

It is understood and agreed that the Station represents and warrants the said equipment and all the equipment and attachments to be used in said connection and all parts thereof to be the very best obtainable for the purpose for which it is to be used; and it is agreed and understood that the City shall take no part in the selection of this equipment but relies wholly upon the recommendation of the Station for its selection and suitability.

3. It is agreed that the Station will begin on the 11th day of August, 1928, and for a period of one year thereafter broadcast all organ recitals from said Spreckels pipe organ at Balboa Park, and all other special organ recitals not exceeding one hour per day, or in the place and instead of an organ recital broadcast any and all public entertainments where the same are requested by the Mayor of The City of San Diego, it being understood and agreed that such entertainments are to be of an entertaining, patriotic or educational nature and of general interest to the public.

4. It is understood and agreed that the Station shall not be called upon to broadcast any program, speech or utterance of a purely political or sectarian character.

5. It is understood and agreed that the programs offered by the City shall consist generally of the organ recitals, band concerts, orations, speeches on general civic, scientific and educational questions; school, highschool, college and other school exercises and

entertainments; receptions and programs in honor of distinguished visitors, statesmen and celebrities and programs of a general patriotic nature.

6. It is understood and agreed that nothing herein contained shall be construed to limit the duty of the Board of Park Commissioners to pass upon, censure or refuse any program or part thereof offered to be given in Balboa Park; and it is further understood and agreed that the City shall be solely responsible for securing permission or omitting to secure permission from said Board of Park Commissioners for any and all programs to be broadcasted by the Station, and that the City shall be wholly responsible to said Board and to the public for the nature and character of all programs broadcasted from the said organ pavilion.

7. That the services herein agreed to be performed shall be subject to all the present and future laws, rules and regulations of the United States, the State of California, and the City of San Diego; that the Station shall not be required, in order to carry out this agreement, to violate any of said laws, rules or regulations.

8. That the Station shall not be required to infringe upon the copyright of any right or rights of any person or corporation.

9. That for the said services the City agrees to pay, and the Station agrees to accept, the sum of Four Thousand Five Hundred Dollars (\$4,500.00) in full payment for said services, payable as follows:

Two Thousand Dollars (\$2000.00) on the first day of September, 1928, and the further sum of Two Thousand Five Hundred Dollars (\$2,500.00) payable in eleven (11) equal installments, beginning with the first day of October, 1928, and on the first day of each and every month thereafter until the sum of Two Thousand Five Hundred Dollars (\$2,500.00) has been fully paid.

10. It is understood and agreed that the employees of the Station shall not be considered to be the employees of the City and that the City shall not be responsible for any act or omission of said employees in their performance of this agreement.

11. It shall be the duty of the City to furnish a list and program to the Station of all entertainments other than organ recitals to be broadcasted, a sufficient time before the hour of broadcasting.

12. That the Station shall not have the right to assign this contract without the written consent of the City.

IN WITNESS WHEREOF, this agreement 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 party of the second part 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

Party of the First Part.

AIRFAN RADIO CORPORATION,

By T. N. SEXTON, Secretary.

Party of the Second Part.

(Seal) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

(Seal) ATTEST:

I hereby approve the form of the foregoing Agreement this 7 day of August, 1928.

JAMES E. O'KEEFE, City Attorney.

By H. C. HOPKINS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Airfan Radio Corporation with the City of San Diego, California, being Document No. 229395.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.

LEASE

THIS AGREEMENT, made and entered into this 1st day of August, 1928, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and ANNA M. MILLER, 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 City of San Diego, County of San Diego, State of California, to-wit:

That certain store building located at No. 4266 University Avenue, for a term of three years from and after the date of the execution of this lease, at a rental for said period of Sixty Dollars (\$60.00) per month, payable on the first day of each month in advance.

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

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

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.

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.

It is further understood and agreed by and between the parties hereto that this lease may be terminated at any time prior to the expiration thereof, upon thirty (30) day's written notice by the City.

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 subscribed her name the day and year first hereinabove written.

ATTEST: (Seal)
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.
ANNA M. MILLER
Lessee.

I hereby approve the form of the within Agreement of Lease, this 8th day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease with Anna M. Miller and the City of San Diego, California, being Document No. 229482.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, Calif.
By August M. Madelon Deputy.

CONTRACT

Rate of premium $\frac{1}{4}$ of 1% of Contract price, Minimum Premium \$5.00.

KNOW ALL MEN BY THESE PRESENTS, That SCHIEFER & SONS, a co-partnership composed of Frank Schiefer, F. C. Schiefer, Paul Schiefer, Arthur Schiefer, Ernest Schiefer and Carl Schiefer, as Principal and the HARTFORD ACCIDENT & INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED SEVENTY DOLLARS (\$370.00), 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 13th day of August, 1928.

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 all shelving for the Ocean Beach Branch Library, in the City of San Diego, California, in accordance with the plans and specifications on file with the Library 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.

ATTEST:

SCHIEFER & SONS
F. C. SCHIEFER, JR. Principal.
HARTFORD ACCIDENT & INDEMNITY COMPANY, Surety.
By L. W. BARNEY, Attorney-in-fact.

ATTEST: (Seal)

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

On this 13th day of August, in the year one thousand nine hundred and twenty-eight, before me, MARSTON BURNHAM, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. W. BARNEY, known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT and INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said L. W. BARNEY, duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

(Seal)

My Commission expires April 27, 1930.

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

I hereby approve the form of the within Bond, this 21st day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, 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 September, 1928.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.

ATTEST: (Seal)

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That SCHIEFER & SONS, a co-partnership composed of Frank Schiefer, F. C. Schiefer, Paul Schiefer, Arthur Schiefer, Ernest Schiefer and Carl Schiefer, as Principal, and the HARTFORD ACCIDENT & INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of SEVEN HUNDRED FORTY DOLLARS (\$740.00), 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 and assigns, and the said Surety hereby binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 13th day of August, 1928.

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 SCHIEFER & SONS, 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 and installation of all shelving for the Ocean Beach Branch Library, in the City of San Diego, California, in accordance with the plans and specifications therefor on file with the Library 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: SCHIEFER & SONS
FRANK SCHIEFER, JR. Principal.

ATTEST: (Seal) HARTFORD ACCIDENT & INDEMNITY COMPANY,
Surety.
By L. W. BARNEY
Attorney-in-fact.

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

On this 13th day of August, in the year one thousand nine hundred and twenty-eight, before me, MARSTON BURNHAM, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. W. BARNEY, known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT and INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said L. W. BARNEY, duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

My Commission Expires April 27, 1930. MARSTON BURNHAM
Notary Public in and for San Diego
County, State of California.

I hereby approve the form of the within Bond, this 21st day of August, 1928.
JAS E. O'KEEFE, City Attorney.

By H. B. DANIEL, 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 September, 1928.

ATTEST: (Seal) VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT.
Members of the Common Council.
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 September, 1928, 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 SCHIEFER & SONS, a co-partnership composed of FRANK SCHIEFER, F. C. SCHIEFER, PAUL SCHIEFER, ARTHUR SCHIEFER, ERNEST SCHIEFER and CARL SCHIEFER, 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:

Furnishing and installing approximately 188 lineal feet of shelving for the Ocean Beach Branch Library as follows:

- All shelving to be 8" deep unless otherwise stated;
- Adult shelving (approx.) 6'10" high of oak with dark oak finish; each section to be 3' wide on centers of uprights except where longer or shorter units are necessary to fit space;
- Uprights of oak with panels;
- Uprights bored for shelf pins to allow for one inch vertical adjustments of shelves;
- All exposed ends to be neatly paneled in oak, and shelves to be oak faced.
- Where shelves on adjoining walls come together in the corner, a filler with top is to be used to join shelves and fill up space between uprights.
- Adult room as shown by red lines on blueprint on file in Office of Library Department;
- Children's shelving same as adult except (approx.) 5'12" high and 5 shelves to the section;
- Children's room as shown by red lines on blueprint on file in Office of Library Department; between wall and pillar in front of room to be freestanding single shelves.
- Lobby: Low shelving under window, 10" shelving on either side of entrance as seen in said blueprint;

All in accordance with the plans and specifications therefor on file in the Library 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 One Thousand Four Hundred Seventy-seven Dollars (\$1477.00).

Said contractor agrees to commence said work within thirty 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 Thousand Four Hundred Seventy-seven Dollars (\$1477.00).

said payments to be made as follows: Upon the completion of the said work, and the acceptance of the same by the Common Council of said City, and on proof that the contract has been fully performed, and all charges for labor and material have been paid, the contract price shall be paid in full 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 Chief Librarian 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 Chief Librarian, 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.

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

ATTEST:

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.

SCHIEFER & SONS, Contractor.
By F. C. SCHIEFER, JR.
ERNEST SCHIEFER
FRANK SCHIEFER, SR.
ARTHUR SCHIEFER
PAUL SCHIEFER
CARL SCHIEFER

I hereby approve the form of the foregoing Contract, this 21st day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Schiefer & Sons with the City of San Diego, California, being Document No. 229869.

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

LEASE

THIS AGREEMENT, made and entered into this 27th day of August, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 11845 of the ordinances of The City of San Diego, authorizing the execution of this lease, and H. D. ALLEN, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, 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, and more particularly described as follows:

Pueblo Lot 1102 of the Pueblo Lands of The City of San Diego; for the term of one (1) year beginning on the first day of June, 1928, and ending on the 31st day of May, 1929, 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 City, 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 City 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 City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

And the said City 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 for the term aforesaid.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

It is understood and agreed by and between 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 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.

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

By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.
H. D. ALLEN, Lessee.

I hereby approve the form of the foregoing lease this 14th day of July, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with H. D. Allen and the City of San Diego, California, being Document No. 229876.

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

LEASE

THIS AGREEMENT, made and entered into this 15th day of August, 1928, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and O. V. SEXSON, 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 City of San Diego, County of San Diego, State of California, to-wit:

The east half of Pueblo Lot 1295; all of Pueblo Lot 1294, and all of Pueblo Lot 1293, of the Pueblo Lands of The City of San Diego; for a term commencing November 14th, 1928, to and including the 13th day of November, 1929, at a rental for said period of Two Hundred Fifty Dollars (\$250.00), 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 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 grazing purposes, and for no other purpose or purposes.

The said Lessee does hereby covenant, promise and agree to pay the said City the 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 coven-

ants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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.

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 subscribed his name the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT.
Members of the Common Council,
Lessor.
O. V. SEXSON, Lessee.

I hereby approve the form of the within Agreement of Lease, this 8th day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By Arthur L. Mundo, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease with Oliver C. Sexson and the City of San Diego, California, being Document No. 229963.

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 SIDNEY E. MAYER COMPANY, as Principal, and GEO. B. WRIGHT and CHAS. 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 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 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 27th day of August, 1928.

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 - Ingersoll Band Air Compressor, 2-cylinder vertical, single acting, gasoline engine driven, 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)
SIDNEY E. MAYER CO. Principal.
C. W. HUGHES, Secy. & Treas.

GEO. B. WRIGHT
CHAS. K. HUGHES, Sureties.

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

Geo. B. Wright and Chas. 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.

GEO. B. WRIGHT
CHAS. K. HUGHES

Subscribed and sworn to before me, this 27th day of August, 1928.

(Seal)

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

I hereby approve the form of the within Bond, this 27th day of August, 1928.

JAS. E. O'KEEFE, City Attorney of the City of San Diego.
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 4th day of September, 1928.

(Seal)
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 4th day of September, 1928, 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 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 - Ingersoll Rand air compressor--2-cylinder vertical, single acting, gasoline engine driven portable compressor unit, having a 3 main bearing counterweighted crankshaft, direct connected to a 4-cylinder, 4-cycle, tractor-type Waukesha motor by means of a quick detachable type coupling; both units to be mounted on a cast steel frame and complete with suitable speed and pressure devices; 5-1/2" bore by 5" stroke; capacity not less than 110 cubic feet per minute at 800 R.P.M.; cooling system to include centrifugal pump and Modine sectionalized radiator; entire unit to be enclosed with steel top and removable side doors; receiver to be riveted type of not less than 5 cubic feet capacity; gasoline tank capacity not less than 12 gallons; both engine and compressor to be equipped with suitable air filters; unit to be equipped with rubber tires;

Delivery 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:

The sum of One thousand seven hundred fifteen dollars (\$1715.00).

Said contractor agrees to begin delivery of said material immediately after date of the execution of this contract, and to complete said delivery on or before the 3rd day of September, 1928.

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 Seven Hundred Fifteen Dollars (\$1715.00).

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 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.

ATTEST: (Seal)
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.

ATTEST:

SIDNEY E. MAYER CO.,
SIDNEY E. MAYER, President.
Contractor.

I hereby approve the form of the foregoing contract, this 27th day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Sidney E. Mayer Company with the City of San Diego, California, being Document No. 230114.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE & STEEL COMPANY OF CALIFORNIA, as Principal and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Four Hundred Fifteen Dollars (\$1415.00), 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 August, 1928.

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:

1456' - 10", 16 gauge double dipped riveted steel pipe
1091' - 12", 16 " " " " " "
1064' - 16", 14 " " " " " "
1320' - 18", 12 " " " " " "
1 - 18"x 16"x 12", 12 gauge Wye branch 45°
1 - 16"x 16"x 16", 14 gauge wye branch 60°

- 1 - 16"x 12"x 10", 14 gauge wye branch 90° tee
- 1 - 12"x 6"x 10", 16 gauge wye branch 60°
- 1 - 12"x 6"x 10", 16 gauge wye branch 45°
- 1 - 12"x 12"x 6", 14 gauge wye branch 45°

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)
FRANK F. DICKEY, Assistant Manager

WESTERN PIPE & STEEL CO. OF CALIFORNIA.
L. N. SLATER, Manager. Principal.

ATTEST: (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
By F. E. BRISBINE, Attorney-in-fact.
By THERESA FITZGIBBONS, Agent.
Surety.

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 10th day of August, 1928, before me, T. E. Seaton, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared F. E. Brisbine and Theresa Fitzgibbons, known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the 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)

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

I hereby approve the form of the within Bond, this 31st day of August, 1928.

JAS. E. O'KEEFE, City Attorney.
By HARRY S. CLARK, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 4th day of September, 1928.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

By ATTEST: (Seal)
ALLEN H. WRIGHT, CITY CLERK.
FRED W. SICK, Deputy.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of August, 1928, 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 WESTERN PIPE & STEEL COMPANY 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:

- 1456' - 10", 16 gauge double dipped riveted steel pipe
- 1091' - 12", 16 " " " " " "
- 1064' - 16", 14 " " " " " "
- 1320' - 18", 12 " electric welded pipe
- 1 - 18"x 16"x 12", 12 gauge wye branch 45°
- 1 - 16"x 16"x 16", 14 gauge wye branch 60°
- 1 - 16"x 12"x 10", 14 gauge wye branch 90° tee
- 1 - 12"x 6"x 10", 16 gauge wye branch 60°
- 1 - 12"x 6"x 10", 16 gauge wye branch 45°
- 1 - 12"x 12"x 6", 14 gauge wye branch 45°

F.o.b. San Diego, California, Said pipe and fittings 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 sum of Five Thousand Six Hundred Fifty Dollars (\$5650.00).

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 8th day of September, 1928.

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 Five Thousand Six Hundred Fifty Dollars (\$5650.00).

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:

ATTEST: (Seal)

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

ATTEST: (Seal)

FRANK F. DICKEY, Assistant Manager.

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.

WESTERN PIPE & STEEL CO. OF CALIFORNIA.

L. N. SLATER, Manager, Contractor.

I hereby approve the form of the foregoing contract, this 31st day of August, 1928.

JAS. E. O'KEEFE, City Attorney.

By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Pipe & Steel Company of California and the City of San Diego, California, being Document No. 230299.

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

CONTRACT

THIS CONTRACT and AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, through H. N. Savage, in charge of Water Development, representing said City, and PHILIP P. MARTIN, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego is operating at the present time certain pumps at Riverview, in the County of San Diego, and said second party owns land below or adjacent to the lands where said City is pumping, and it further appearing that said second party is also engaged in pumping water for the purpose of irrigating his lands at or near said Riverview plant, and it further appearing that certain litigation is now pending in the Supreme Court of the State of California, for the purpose of determining the rights of the City of San Diego to the waters of the San Diego River, and which suit will in a measure determine also the rights of said second party to pump waters from said river, or the sands thereof, it being understood that said second party is not a party to said suit, and will not legally be bound by the decision rendered therein. Said second party contends, and it appears as the reasonable probability that if the City of San Diego continues to pump at said Riverview pumping station as it has during the past two or three months, the water level may be lowered to such an extent that said second party will be unable to secure sufficient water from his wells to irrigate his lands.

NOW, in consideration of the premises, and it being the condition that neither said first party nor said second party will institute any action in court to restrain the other from withdrawing the waters from said San Diego River, or the sands thereof, it is mutually agreed that the City of San Diego hereby undertakes and promises that in case the said second party, because of the lowering of the level of the water, caused by the pumping at said Riverview plant by the City of San Diego, is unable to secure sufficient water to irrigate his lands, that the said City will use such means and employ such measures as are necessary, in conjunction with his pumps, if deemed advisable, to supply the said second party with an amount of water pumped from his wells or supplied direct by pipes or otherwise, as may be reasonably necessary to irrigate his lands.

It is understood that nothing herein contained shall be construed as a waiver on the part of either the first party or the second party to any rights which it or he now has to the waters of said river, either surface or subsurface, riparian rights, or otherwise.

If first party is required under this agreement to furnish second party with water the cost thereof shall be as follows:

One-half cent per thousand gallons delivered at pipe line of party of the second part.

This contract shall continue in force until the litigation which is now pending in the Supreme Court as aforesaid is determined, and the water rights of said parties shall during such period remain in statu quo.

The property belonging to said second party, and herein referred to, is situated in the County of San Diego, State of California, and is particularly described as follows:

Commencing at a point on the northerly line of the San Diego and Arizona Railroad right of way, N 46° 51' E, 438.71 feet from the intersection of the northerly line of Lake-side Avenue with the northerly right of way line of the before mentioned railroad as shown on Map #1594, recorded in the office of the Recorder of the County of San Diego; thence N. 1° 27' E, 2050.1 feet; thence N 61° 51' E, 93.63 feet; thence N 87° 27' E, 390.8 feet; thence S 72° 41' E, 257 feet; thence N 66° 00' E, 400 feet; thence N 89° 03' E, 291.87 feet to the northeast corner of Stevens and Hartley's alfalfa lands as shown on Map #1594; thence S 1° 27' W, 884.58 feet to a point on the northerly right of way line of the San Diego and Arizona Railroad; thence S 46° 51' W, 1926.49 feet to the point of commencement.

Excepting a strip of land 7 feet wide shown on Map #1594 as "H. D. Williamson's right of way for ditch."

Provided, however, should the City of San Diego lower the plane of saturation of water by its pumping operations at Riverview to a depth which would make it impracticable to supply the second party with water for their lands, either in conjunction with their pumps at Riverview or with its own pumps and pipe system, then the damage to the landowners because thereof shall be fixed by a board of arbitrators, one selected by each, the City and the landowner, and these two to select a third.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by H. N. Savage, Engineer in charge of Water Development, and the said second party has hereunto subscribed his name, this 9th day of August, 1928.

THE CITY OF SAN DIEGO.

By H. N. SAVAGE,

In charge of Water Development.

PHILIP P. MARTIN,

Party of the second party.

I hereby approve the foregoing Contract and Agreement this 4th day of Sept., 1928.
JAS. E. O'KEEFE, City Attorney.

We, a majority of the members of the Common Council of The City of San Diego, hereby approve and adopt the foregoing Agreement this 4th day of September, 1928.

(Seal)

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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Agreement between Philip P. Martin and H. N. Savage, in Charge of Water Development of The City of San Diego, California, being Document No. 230409.

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

CONTRACT AND AGREEMENT

THIS CONTRACT and AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, through H. N. Savage, in charge of Water Development, representing said City, and MARIE S. WALKER, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego is operating at the present time certain pumps at Riverview, in the County of San Diego, and said second party owns land below or adjacent to the lands where said City is pumping, and it further appearing that said second party is also engaged in pumping water for the purpose of irrigating her lands at or near said Riverview plant, and it further appearing that certain litigation is now pending in the Supreme Court of the State of California, for the purpose of determining the rights of the City of San Diego to the waters of the San Diego River, and which suit will in a measure determine also the rights of said second party to pump waters from said river, or the sands thereof, it being understood that said second party is not a party to said suit, and will not legally be bound by the decision rendered therein. Said second party contends, and it appears as the reasonable probability that if the City of San Diego continues to pump at said Riverview pumping station as it has during the past two or three months, the water level may be lowered to such an extent that said second party will be unable to secure sufficient water from her wells to irrigate her lands.

NOW, in consideration of the premises, and it being the condition that neither said first party nor said second party will institute any action in court to restrain the other from withdrawing the waters from said San Diego River, or the sands thereof, it is mutually agreed that the City of San Diego hereby undertakes and promises that in case the said second party, because of the lowering of the level of the water, caused by the pumping at said Riverview plant by the City of San Diego, is unable to secure sufficient water to irrigate her lands, that the said City will use such means and employ such measures as are necessary, in conjunction with her pumps, if deemed advisable, to supply the said second party with an amount of water pumped from her wells or supplied direct by pipes or otherwise, as may be reasonably necessary to irrigate her lands.

It is understood that nothing herein contained shall be construed as a waiver on the part of either the first party or the second party of any rights which it or she now has to the waters of said river, either surface or subsurface, riparian rights, or otherwise.

If first party is required under this agreement to furnish second party with water the cost thereof shall be as follows:

One-half cent per thousand gallons delivered at pipe line of party of the second part.

This contract shall continue in force until the litigation which is now pending in the Supreme Court as aforesaid is determined, and the water rights of said parties shall during such period remain in statu quo.

The property belonging to said second party, and herein referred to, is situated in the County of San Diego, State of California, and is particularly described as follows:

Beginning at the southwesterly corner of Stevens and Hartley's alfalfa lands as shown on Map #1594, and recorded in the office of the Recorder of the County of San Diego; thence N 1° 27' E, 2029.9 feet to a point in the bed of the San Diego River; thence N 61° 51' E 664.57 feet; thence S 1° 27' W, 2050.1 feet to a point on the northerly right of way line of the San Diego and Arizona Railroad; thence S 46° 51' W along said northerly right of way line 438.71 feet to an intersection with the northerly line of Lakeside Avenue; thence N 88° 33' W, along the north line of said Lakeside Avenue, 265.47 feet to the point of beginning; excepting a strip of land 7 feet wide shown on Map #1594 as "H. D. Williamson's right of way for ditch."

PROVIDED, however, should The City of San Diego lower the plane of saturation of water by its pumping operations at Riverview to a depth which would make it impracticable to supply the second party with water for their lands, either in conjunction with their pumps at Riverview or with its own pumps and pipe system, then the damage to the landowners because thereof shall be fixed by a board of arbitrators, one selected by each, the City and the landowner, and these two to select a third.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by H. N. Savage, Engineer in charge of Water Development, and the said second party has hereunto subscribed her name, this 9th day of August, 1928.

THE CITY OF SAN DIEGO.
By H. N. SAVAGE,
In charge of Water Development.
MARIE S. WALKER,
Party of the second part.

We, a majority of the members of the Common Council of The City of San Diego, hereby approve and adopt the foregoing Agreement this 4th day of September, 1928.

(Seal)

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

FRANK W. SEIFERT,
VIRGILIO BRUSCHI,
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL.
Members of the Common Council.

I hereby approve the foregoing Contract and Agreement this 4th day of September, 1928.

JAS. E. O'KEEFE, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Agreement with Marie S. Walker and H. N. Savage, in Charge of Water Development of the City of San Diego, California, being Document No. 230410.

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

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, through H. N. Savage, in charge of Water Development, representing said City, and JAMES BALLANTYNE, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego is operating at the present time certain pumps at Riverview, in the County of San Diego, and said second party owns land below or adjacent to the lands where said City is pumping, and it further appearing that said second party is also engaged in pumping water for the purpose of irrigating his lands at or near said Riverview plant, and it further appearing that certain litigation is now pending in the Supreme Court of the State of California, for the purpose of determining the rights of the City of San Diego to the waters of the San Diego River, and which suit will in a measure determine also the rights of said second party to pump waters from said river, or the sands thereof, it being understood that said second party is not a party to said suit, and will not legally be bound by the decision rendered therein. Said second party contends, and it appears as the reasonable probability that if the City of San Diego continues to pump at said Riverview pumping station as it has during the past two or three months, the water level may be lowered to such an extent that said second party will be unable to secure sufficient water from his wells to irrigate his lands.

NOW, in consideration of the premises, and it being the condition that neither said first party nor said second party will institute any action in court to restrain the other from withdrawing the waters from said San Diego River, or the sands thereof, it is mutually agreed that the City of San Diego hereby undertakes and promises that in case the said second party, because of the lowering of the level of the water, caused by the pumping at said Riverview plant by the City of San Diego, is unable to secure sufficient water to irrigate his lands, that the said City will use such means and employ such measures as are necessary, in conjunction with his pumps, if deemed advisable, to supply the said second party with an amount of water pumped from his wells or supplied direct by pipes or otherwise, as may be reasonably necessary to irrigate his lands.

It is understood that nothing herein contained shall be construed as a waiver on the part of either the first party or the second party to any rights which it or he now has to the waters of said River, either surface or subsurface, riparian rights, or otherwise.

If first party is required under this agreement to furnish second party with water the cost thereof shall be as follows:

Three quarter (3/4) cents per thousand gallons.

This contract shall continue in force until the litigation which is now pending in the Supreme Court as aforesaid is determined, and the water rights of said parties shall during such period remain in statu quo.

The property belonging to said second party, and herein referred to, is situated in the County of San Diego, State of California, and is particularly described as follows:

A portion of Lot 1 in Block 1 of Lots H and O of the Rancho El Cajon according to Map #817 filed 4-2-1896 in the office of the Recorder of San Diego County, and more particularly described as follows:

Beginning at the intersection of the southeasterly line of said Lot 1 with the center line of an unnamed street on the west side of said Lot 1; thence N 1° 27' E, 857 feet to a point on the west line of said Lot 1; thence N 72° 10' E, 171.84 feet; thence S 1° 27' W, 753.75 feet to a point on the southerly line of Lot 1; thence S 46° 51' W, along the southerly line of Lot 1, 227.83 feet to the point of beginning, containing 3 acres.

Also, Lots 5 and 6, in Block 4, according to the before mentioned Map #817, and that portion of Lot 1 in Block 4 lying south of the center of the San Diego River as the said center line of the river existed on 12-10-10, according to Map #817.

Also, that portion of Aliso Avenue closed to public use 7-8-12 extending from the center of the San Diego River to the south side of Woodside Avenue and all of Lakeside Avenue lying south of Lot 5, Block 4, to the south side of Woodside Avenue, and Woodside Avenue lying east of Magnolia Avenue to the east side of Aliso Avenue closed to the public 7-9-12.

Also, that portion of Lot 1 in Block 9, lying easterly from the southerly prolongation of the line between lots 4 and 5, block 4, to the northerly line of Woodside Avenue.

Also, Lot 5 in Block 5.

Also, Lots 3, 4, 5, 6, and 7 in Block 6.

Also, Lots 3 and 4, in Block 7, excepting the following described property: Beginning at the southwest corner of Lot 4, thence N 46° 51' E, 1152 feet; thence S 43° 09' E, 1134 feet; thence S 88° 33' E, 176.3 feet; thence S 1° 27' W 660 feet; thence N 88° 33' W, 687 feet; thence N 1° 27' E, 660 feet; thence N 88° 33' W, 1105 feet to the point of beginning.

Also, Lot 1 in Block 8, excepting the following described property: Commencing at a point on the northerly right of way line of the San Diego and Arizona Railroad N 46° 51' E, 694.6 feet from the southeast corner of Lot 9, Block 8; thence N 43° 09' W, 165 feet; thence N 46° 51' E, parallel to the railroad right of way a distance of 396 feet; thence S 43° 09' E,

165 feet to a point on the northerly right of way line of the San Diego and Arizona Railroad; thence S 46° 51' W, along said northerly railway right of way line 396 feet to the point of commencement.

Also, Lots 2, 3 and 4 in Block 8.

All the herein described parcels of land lie within the subdivision of Lots H and O of the Rancho El Cajon according to Map #817 filed 4-2-96 in the office of the Recorder of San Diego County.

PROVIDED, however, should the City of San Diego lower the plane of saturation of water by its pumping operations at Riverview to a depth which would make it impracticable to supply the second party with water for their lands, either in conjunction with their pumps at Riverview or with its own pumps and pipe system, then the damage to the landowners because thereof shall be fixed by a board of arbitrators, one selected by each, the City and the landowner, and these two to select a third.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by H. N. Savage, Engineer in charge of Water Development, and the said second party has hereunto subscribed his name, this 17 day of August, 1928.

THE CITY OF SAN DIEGO.
By H. N. SAVAGE,
In Charge of Water Development.

JAMES BALLANTYNE
Party of the second part.

I hereby approve the foregoing Contract and Agreement this 5th day of September, 1928.

JAS. E. O'KEEFE, City Attorney.

A majority of the members of the Common Council of The City of San Diego hereby approve and adopt the foregoing Agreement, this 17th day of September, 1928.

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

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Agreement with James Ballantyne and H. N. Savage, in charge of Water Development for the City of San Diego, California, being Document 230514.

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

CONTRACT

The premium charged for this bond is \$16.25 Dollars per annum.

KNOW ALL MEN BY THESE PRESENTS, That THE LITTLE RIVER REDWOOD COMPANY, a Delaware 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 SIX HUNDRED TWENTY-FIVE DOLLARS (\$1625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of September, 1928.

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:

- 1,500 5/8" black pipe bands for 34" x 2-1/2" stave, W. S. pipe;
- 10,000 5/8" black pipe bands for 30" x 2-1/2" stave, W. S. pipe,

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

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

ATTEST: (Seal)

THE LITTLE RIVER REDWOOD CO.
By H. W. COLE, V.P. & Gen. Mgr.
(H. W. COLE) Principal.

ATTEST: (Seal)

PACIFIC INDEMNITY COMPANY, Surety:
By E.K. McCORRY, Attorney-in-Fact.

STATE OF CALIFORNIA, ss.
COUNTY OF SAN FRANCISCO

On this 4th day of September in the year one thousand nine hundred and 1928, before me, Irene Murphy, a Notary Public in and for said County City and State, residing therein, duly commissioned and sworn, personally appeared E. K. McCORRY, 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 E. K. McCorry 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.
(Seal)

IRENE MURPHY,
Notary Public in and for City and
County of San Francisco, State of
California.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF SAN FRANCISCO,) ss.

On this 4th day of Sept. in the year One Thousand Nine Hundred and Twenty-Eight before me, LULU P. LOVELAND, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared H. W. Cole, known to me to be the Vice President and General Manager - The Little River Redwood Co. -- the corporation that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named and 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) LULU P. LOVELAND,
Notary Public in and for the City and County of San Francisco, State of California.

(Corporation)
My Commission expires December 8, 1930.

I hereby approve the form of the within Bond, this 8th day of September, 1928.
JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, 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 September, 1928.

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

S. P. McMULLEN
L. C. MAIRE
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 4th day of September, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and THE LITTLE RIVER REDWOOD COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1,500 5/8" black pipe bands for 34" x 2-1/2" stave, W. S. pipe;
- 10,000 5/8" black pipe bands for 30" x 2-1/2" stave, W. S. pipe,

All in accordance with specifications on file in the Office of the Superintendent of the Purchasing Department of said City. Delivery c.i.f. San Diego, California.

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

- 1,500 5/8" black pipe bands for 34" x 2-1/2" stave, W. S. Pipe, each \$0.60,----\$900.00
- 10,000 5/8" black pipe bands for 30" x 2-1/2" stave, W. S. Pipe, each \$0.56,---\$5600.00

Said contractor agrees to begin delivery of said material within twenty-one 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:

- For 1,500 5/8" black pipe bands for 34" x 2-1/2" stave,
W. S. Pipe, the sum of - - - - - \$ 900.00
- For 10,000 5/8" black pipe bands for 30" x 2-1/2" stave,
W. S. Pipe, the sum of - - - - - \$5,600.00

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.

ATTEST: (Seal) THE CITY OF SAN DIEGO.
ALLEN H. WRIGHT, By S. P. McMULLEN
City Clerk. L. C. MAIRE
By FRED W. SICK, FRANK W. SEIFERT,
Deputy. Members of the Common Council.

ATTEST: (Seal) THE LITTLE RIVER REDWOOD CO.
By H. W. COLE
H. W. Cole, V.P. & Gen. Mgr., Contractor.

I hereby approve the form of the foregoing contract, this 8th day of September, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the Little River Redwood Co. and the City of San Diego, California, being Document No. 230693.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That MACHINERY, PIPE & SUPPLY COMPANY, a corporation, as Principal, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED SIXTY-FIVE Dollars (\$565.00), 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 binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of September, 1928.

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:

- 1120' - 10", 14 gauge double dipped riveted steel pipe, slip joint;
- 470' - 16", 12 gauge double dipped riveted steel pipe, slip joint;
- 950' - 18", 12 gauge double dipped riveted steel pipe, slip joint;
- 1 - 10"x 16"x 10", 12 gauge tee, 90° D.D.;
- 1 - 16"x 16"x 10", 12 gauge tee, 90° D.D.;

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)
ROY A. NOVAK, Sec'y.

MACHINERY PIPE & SUPPLY CO.
MARION B. HART, Vice Pres.
Principal.
GREAT AMERICAN INDEMNITY COMPANY,
Surety.
By L. McCAGG, Attorney-in-fact.
By E. K. JAMES,
Attorney-in-fact.

(Seal)

ATTEST:

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 7th day of September in the year one thousand nine hundred and twenty-eight, before me R. L. Paine, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. McCagg, and E. K. James known to me to be the Attorneys-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

(Seal)
My Commission will Expire 1-14-30.

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

I hereby approve the form of the within Bond, this 11th day of Sept., 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, 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 September, 1928.

ATTEST: (Seal)
BY ALLEN H. WRIGHT, City Clerk.
FRED W. SICK, Deputy.

S. P. McMULLEN
L. C. MAIRE
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 11th day of September, 1928, 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:

- 1120' - 10", 14 gauge double dipped riveted steel pipe, slip joint;
- 470' - 16", 12 " " " " " " " " " "
- 950' - 18", 12 " " " " " " " " " "
- 1 - 10"x 16"x 10", 12 gauge tee, 90° D.D.;
- 1 - 16"x 16"x 10", 12 " " " " " " " " " "

Government specifications. Delivery f.o.b. San Diego.

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

1120'	- 10", 14 gauge double dipped riveted steel pipe,	
	slip joint, per foot \$0.69, - - - - -	-\$ 772.80
470'	- 16", 12 gauge double dipped riveted steel pipe,	
	slip joint, per foot \$0.99, - - - - -	-\$ 465.30
950'	- 18", 12 gauge double dipped riveted steel pipe,	
	slip joint, per foot \$1.10, - - - - -	-\$1045.00
1	- 10"x 16"x 10", 12 gauge tee, 90° D. D. - - - - -	\$ 8.65
1	- 16"x 16"x 10", 12 gauge tee, 90° D. C. - - - - -	\$ 14.00

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 _____ 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:*

For 1120'	- 10", 14 gauge double dipped riveted steel pipe,	
	slip joint, at \$0.69 per foot, the sum of - - -	-\$ 772.80
" 470'	- 16", 12 gauge double dipped riveted steel pipe,	
	slip joint, at \$0.99 per foot, the sum of - - -	-\$ 465.30
" 950'	- 18", 12 gauge double dipped riveted steel pipe,	
	slip joint, at \$1.10 per foot, the sum of - - -	-\$1045.00
" 1	- 10"x 16"x 10", 12 gauge tee, 90° D.D.	
	the sum of, - - - - -	-\$ 8.65
" 1	- 16"x 16"x 10", 12 gauge tee, 90° D.D.	
	the sum of, - - - - -	-\$ 14.00

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.

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

THE CITY OF SAN DIEGO.
By S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT,
Members of the Common Council.

ATTEST: (Seal)
ROY A. NOVAK, Sec'y.

MACHINERY PIPE & SUPPLY CO.
MARION B. HART, Vice Pres.
Contractor.

I hereby approve the form of the foregoing contract, this 11th day of Sept., 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Machinery, Pipe & Supply Co. and the City of San Diego, California, being Document No. 230706.

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

UNDERTAKING FOR STREET LIGHTING, SAN DIEGO 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 TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS (\$24,650.00), 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 12th day of September, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon

INDIA STREET, between the southerly line of Ivy Street and the north line of Broadway;
COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;

STATE STREET, between the southerly line of Fir Street and the north line of Broadway;
UNION STREET, between the south line of B Street and the north line of Broadway;
FRONT STREET, between the south line of B Street and the north line of Broadway;
FIRST STREET, between the south line of Beech Street and the north line of Broadway;
SECOND STREET, between the south 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 AVENUE, between the south line of Laurel Street and the north line of K Street;
 SIXTH STREET, between a line distant 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 Imperial Avenue;
 SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's Addition;
 A STREET, between the east line of India Street and the west line of Sixth Street;
 B STREET, between a line distant 50 feet west of 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 India 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);
 MARKET STREET, between the east line of State Street produced south and the west line of Sixteenth Street;
 IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line of Thirteenth Street; and
 NATIONAL AVENUE, between the east line of Twelfth Street and the northwesterly line of Sixteenth Street; in the City of San Diego required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: (Seal)
 M. B. FOWLER

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

ATTEST: (Seal)
 B. J. SCHAEFER, Resident Assistant Secretary.

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

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

On this 12th day of September, in the year nineteen hundred twenty-eight, 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 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 foregoing Undertaking this 17th day of September, 1928.

JAS. E. O'KEEFE, City Attorney.
 By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 46942 passed and adopted on the 27th day of August, 1928, require and fix the sum of \$24,650.00, as the penal sum of the foregoing Undertaking.

(Seal)

ALLEN H. WRIGHT, City Clerk of The City of San Diego.
 By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING

SAN DIEGO LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 17th day of September, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH;

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

INDIA STREET, between the southerly line of Ivy Street and the north line of Broadway;

COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;

STATE STREET, between the southerly line of Fir Street and the north line of Broadway;

UNION STREET, between the south line of B Street and the north line of Broadway;

FRONT STREET, between the south line of B Street and the north line of Broadway;

FIRST STREET, between the south line of Beech Street and the north line of Broadway;

SECOND STREET, between the south 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 AVENUE, between the south line of Laurel Street and the north line of K Street;

SIXTH STREET, between a line distant 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 Imperial

Avenue;

SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's

Addition;

A STREET, between the east line of India Street and the west line of Sixth Street;

B STREET, between a line distant 50 feet west of 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 India 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);

MARKET STREET, between the east line of State Street produced south and the west

line of Sixteenth Street;

IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line

of Thirteenth Street; and

NATIONAL AVENUE, between the east line of Twelfth Street and the northwesterly line

of Sixteenth Street;

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 first day of July, 1928, to-wit, to and including the 30th day of June, 1929.

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 for San Diego Lighting District No. 1," filed May 25, 1928, 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 nineteen thousand seven hundred and twelve and 70/100 dollars (\$19,712.70) 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 seventy-eight thousand eight hundred and fifty and 80/100 dollars (\$78,850.80), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of seventy-eight thousand eight hundred and fifty and 80/100 dollars (\$78,850.80) 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 seventy-eight thousand eight hundred and fifty and 80/100 dollars (\$78,850.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said 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 nineteen thousand seven hundred and twelve and 70/100 dollars, (\$19,712.70), 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 to the City Clerk of said City, the day and year first hereinabove written.

ATTEST: (Seal)
M. B. FOWLER

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT,

Members of the Common Council.

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

I hereby approve the form of the foregoing Contract, this 17th day of September, 1928.

JAS. E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

Said contractor agrees to deliver of said material within sixty (60) days from and after the date of the execution of this contract.

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

For 25,000' - 3/4" malleable copper tubing, the sum of \$14.86 per 100'
 " 2,000' - 1" " " " \$18.73 per 100'

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 duly affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

ATTEST: (Seal)

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

ATTEST: (Seal)

W. C. SHAW

WESTERN METAL SUPPLY CO.
 By B. B. STARKE, President.
 Contractor.

I hereby approve the form of the foregoing contract, this 21 day of September, 1928.

JAS. E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Co. and the City of San Diego, California, being Document No. 231246.

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

LEASE

THIS INDENTURE OF LEASE, made and entered into this 6th day of September, 1928, 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 pursuant to Ordinance No. 11877, of the ordinances of said City, approved August 6th, 1928, as Lessor, and AUTOMOBILE FERRY COMPANY OF CORONADO, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

PARCEL #1:

Beginning at the point of intersection of the easterly line of Kettner Boulevard with the mean high tide line of the Bay of San Diego, as established by decision of the Superior Court of the State of California, in that certain action numbered 35473; thence southerly along the southerly prolongation of the easterly line of Kettner Boulevard to an intersection with the U. S. Bulkhead Line; thence south 89° 37' 30" west along said bulkhead line a distance of 300 feet to a point; thence north 0° 22' 30" west a distance of 130 feet to a point; thence north 89° 37' 30" east to an intersection with the southerly prolongation of the westerly line of Kettner Boulevard; thence northerly along the southerly prolongation of the westerly line of Kettner Boulevard to an intersection with the above mentioned mean high tide line; thence easterly along said mean high tide line to the place of beginning.

PARCEL #2:

Beginning at the point of intersection of the U. S. Bulkhead line with the southerly prolongation of the easterly line of Kettner Boulevard; thence south 89° 37' 30" west along said bulkhead line a distance of 300 feet to a point; thence south 0° 22' 30" east to an intersection with the U. S. Pierhead line; thence south 50° 50' east along said Pierhead line to a point of intersection with the southerly prolongation of the easterly line of Kettner Boulevard; thence northerly along the southerly prolongation of the easterly line of Kettner Boulevard to the place of beginning.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said lessee, for a period of thirty (30) years beginning September Sixth, 1928, and ending September Fifth, 1958, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars (\$100.00) per month, payable in advance on the first day of each and every month, for the first five (5) years of said term. Said rental shall be adjusted at the end of said five-year period and at the end of each five-year period thereafter during the remainder of said term. The adjustments of rent herein provided for shall be based on the valuation of adjoining property, which valuation to be used for adjustment shall be the valuation fixed for adjoining property by the Assessor for municipal taxation purposes; pro-

vided, that if the amount of such rentals cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, and the two arbitrators so selected to select a third. Said arbitrators shall use as a base for determining the rental the valuation of adjoining property as fixed by the Assessor for municipal taxation purposes;

The right of the Common Council of The City of San Diego and of the Harbor Commission of said City to change or increase said rental, subject to the foregoing provisions, is hereby expressly reserved to said City, and said lessee in accepting this lease acknowledges the right of said Common Council and said Harbor Commission and said City to readjust and increase the rental of said premises at the times and in the manner herein provided.

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

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

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

(1) That the demised premises shall be used only and exclusively for the following purposes, to-wit:

For ferry landings and approaches thereto in connection with the operation of ferries between San Diego and Coronado Beach; also for any buildings incident to the actual operation of said ferries and slips; and for the construction and erection of slips, aprons, and other necessary equipment.

(2) That all plans for buildings, structures, wharves and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of said Harbor Commission.

(3) The business of said lessee to be conducted upon said premises shall be that of operating ferries for the transportation of vehicles and passengers between San Diego and Coronado Beach.

(4) This lease and all rights of the lessee hereunder shall at the option of The City of San Diego be subject to termination if within eight (8) months from September 6th, 1928, the lessee shall fail to secure all necessary licenses and permits required by law to be obtained for the operation and maintenance of a public ferry, from the Railroad Commission of the State of California, Board of Supervisors of the County, or otherwise.

(5) This lease shall also at the option of said City be subject to cancellation, and all rights of the lessee thereunder be terminated, in event the lessee shall fail to expend or cause to be expended in the construction of slips, buildings and other improvements, for the purposes herein specified, upon the premises leased, not less than fifty thousand dollars (\$50,000.00) within six (6) months after securing the necessary licenses and permits referred to in the preceding paragraph hereof.

All such construction of buildings and improvements shall be in conformity with the ordinances of The City of San Diego, and subject to the approval of the Harbor Commission of said City.

(6) It is expressly understood and agreed by said lessee that whenever, pursuant to the present or any future plan for the development of the harbor district of said City, the City shall desire to extend and/or open Kettner Boulevard, and/or Harbor Drive, said lessee will, upon sixty (60) days' notice of such intention, surrender to the City such portion of the premises hereby leased as may be required for the extension and opening of either or both of said streets, and that the lessee will, within said time remove any structures or buildings from that portion of the premises leased as may be required to open said street or streets, at its own expense, and without any claim or right to damages or compensation therefor, and without any diminution of rent.

(7) It is further expressly understood and agreed by said lessee that whenever The City of San Diego, or the Harbor Commission thereof, shall undertake the construction of Pier No. 3, as said pier is now shown upon the present harbor development plan, the lessee will, without claim for compensation or damages on any account whatsoever, and at its own expense, remove any and all structures erected or maintained by it under this lease which shall, in the judgment of said City or Harbor Commission, interfere with the full and free use of said Pier No. 3, or impede or obstruct the free approach thereto.

(8) Reference is hereby made to all laws as now existing, and as may be hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease with like effect as though the same were expressly set forth herein.

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

(10) In event the lessee shall fail to establish and maintain the business of operating a public ferry service, as hereinabove set forth, 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 or meet the conditions by it under this lease undertaken, then and in that event this lease, and all of the rights of the lessee hereunder, shall terminate, and the said lessee shall remove from said demised premises, and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinabove mentioned.

(11) At the expiration of the term of this lease the lessee shall remove any and all structures, including wharves and slips, erected on said premises, therefrom at its own cost and expense.

(12) The right is hereby expressly reserved to the Common Council and/or the Harbor Commission of said City, at any time to change the boundaries of the premises leased, and

to open streets through said premises, in accordance with any plan of harbor improvement adopted by said Common Council.

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

THE CITY OF SAN DIEGO,
Lessor.

By M. A. GRAHAM
W. P. CRONAN
J. C. McCLURE
Members of the Harbor Commission
of the City of San Diego, California.

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

AUTOMOBILE FERRY COMPANY OF CORONADO, Lessee.
By WILLIAM A. GUNN, President.

ATTEST: (Seal)
WILLIAM T. WESTBROOK,
Secretary.

I hereby approve the form of the foregoing Lease, this 6th day of September, 1928.
JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Automobile Ferry Company of Coronado and the City of San Diego, California, being Document No. 231261.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By August 27, 1928 Deputy.

CONTRACT

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 SIX HUNDRED SIXTY-FIVE Dollars (\$665.00) 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 20th day of September, 1928.

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 f.o.b. San Diego:

5000 single pull 1/2", one-piece pipe bands for 36"x 1-1/2" stave pipe; and
1000 double pull 1/2", two-piece pipe bands for 40"x 1-1/2" stave pipe,

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

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

ATTEST: (Seal)
O. W. WEIVEL, Secy.

PACIFIC TANK AND PIPE CO.
Department of
TILDEN LUMBER & MILL CO.
W. TILDEN, Vice Pres.,
Principal.

ATTEST: (Seal)

UNITED STATES FIDELITY AND
GUARANTY COMPANY, Surety.
By H. V. D. JOHNS,
Its Attorney in Fact.

STATE OF CALIFORNIA ss.
COUNTY OF LOS ANGELES)

On this 20th day of September in the year one thousand nine hundred and Twenty-eight, before me, Agnes L. Whyte, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. V. D. Johns, 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 H. V. D. Johns duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

(Seal)

AGNES L. WHYTE,
Notary Public in and for Los Angeles
County, State of California.

I hereby approve the form of the within Bond, this 22d day of September, 1928.
JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, 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 September, 1928.

ATTEST: (Seal)
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.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 24th day of September, 1928, 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 AND 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:

- 5000 - Single pull 1/2" one-piece pipe bands for 36" x 1-1/2" stave pipe; and
- 1000 - Double pull 1/2" two-piece pipe bands for 40" x 1-1/2" stave pipe;

Delivery f.o.b. San Diego, California;

All 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:

- 5000 - Single pull 1/2" one-piece pipe bands for 36" x 1-1/2" stave pipe,--\$2100.00
- 1000 - Double pull 1/2" two-piece pipe bands for 40" x 1-1/2" stave pipe,--\$ 560.00

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 _____ 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:

- For 5000 - Single pull 1/2" one-piece pipe bands for 36" x 1-1/2" stave pipe,
the sum of ----- \$2100.00
- For 1000 - Double pull 1/2" two-piece pipe bands for 40" x 1-1/2" stave pipe,
the sum of ----- \$ 560.00

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 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.

ATTEST: (Seal)

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.

ATTEST: (Seal)

O. W. WEIVEL, Secy.

PACIFIC TANK AND PIPE CO.
Department of
TILDEN LUMBER AND MILL CO.
W. TILDEN, Vice Pres.
Contractor.

I hereby approve the form of the foregoing contract, this 22d day of Sept., 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pacific Pipe and Tank Company and the City of San Diego, California, being Document No. 231291.

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

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 7th day of September, 1928, 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, pursuant to Ordinance No. 11869 of the ordinances of The City of San Diego, approved August 6th, 1928, as Lessor, and SAN DIEGO AIR SERVICE CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, having its principal place of business in The City of San Diego, in said State, hereinafter designated as the Lessee, WITNESSETH:

That the lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the lessee, hereby leases unto said lessee the following described premises:

Ten thousand (10,000) square feet of space on the Municipal Air Port of said City, known as Lindbergh Field, being that portion of said field extending for approximately one

hundred (100) feet along the east side of Atlantic Street and approximately one hundred (100) feet along the south side of West Palm Street, said location being designated on the map or plat hereto attached and made a part hereof, provided, however, that said location shall be subject to change by the lessor, as hereinafter provided; together with the non-exclusive privilege and right to said lessee of using the public portion of said field and the public facilities there provided for local passenger flying service, student instruction, and the operation of commercial air lines, upon such terms and conditions, and under such rules and regulations as may now exist, or as may hereafter be adopted or enacted by said Harbor Commission.

To have and to hold said ten thousand (10,000) square feet of space on that portion of Lindbergh Field herein designated, or as said space may be relocated and reassigned by the lessor, as hereinafter provided, for a term of five (5) years beginning the 6th day of September, 1928, and ending on the 5th day of September, 1933, unless sooner terminated as herein provided, upon the following terms, conditions, covenants and agreements, to-wit:

(1) the Lessee shall pay rent for said premises in the sum of one hundred twenty-five dollars (\$125.00) per month, payable in advance on the first day of each and every month, until such time as said field is in condition to permit said Harbor Commission to designate and allot, and until said Harbor Commission shall have designated and allotted, to the lessee a permanent location upon said field of ten thousand (10,000) square feet of space; that thereafter, during the remaining portion of said five-year term the rental shall be one hundred fifty dollars (\$150.00) per month, payable in advance on the first day of each and every month.

(2) It is understood and agreed that said Harbor Commission, whenever in its judgment the condition of said field and the development plan therefor justifies the same, will allot to the lessee a permanent location of ten thousand (10,000) square feet of space thereon for the remainder of said term, and that if said permanent location shall be different from the location hereby temporarily designated, the lessee will promptly, when notified so to do by said Commission, and at lessee's own expense, move all structures and buildings erected by it hereunder to such new location.

(3) Said space shall be used by the lessee for the purpose of erecting and maintaining air craft hangars; and the lessee shall erect on said premises an air craft hangar or hangars costing not less than twelve thousand dollars (\$12,000.00) within twelve months of the date of this lease, of such design, construction and character as shall be approved by said Harbor Commission.

(4) No signs or advertising matter of any kind shall be painted, posted or displayed on any such buildings or structures, or upon said premises, or elsewhere on said air port, without the written consent of the lessor; and no excavation shall be made on said premises, and no fences or sidewalks shall be constructed thereon, without the written consent of the lessor.

(5) The lessee shall within five (5) days from the date of the execution of this lease file, and at all times thereafter during the term of this lease maintain, a bond in the penal sum of five thousand dollars (\$5000.00), running to The City of San Diego, and conditioned as provided in Section 6 of Ordinance No. 11829 of the ordinances of The City of San Diego; and shall likewise carry and maintain at all times during the term of this lease, a policy or policies of insurance as required in Section 7 of said last mentioned ordinances.

(6) The lessee hereby agrees to indemnify and hold harmless said lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any building or structure on said premises, or by reason of any use of said premises or said air port by the lessee; and it further agrees to indemnify and hold harmless the said lessor from all liability or claim of liability, and to pay any judgment rendered against said lessor, and to reimburse the lessor for any expense incurred by it, by reason of any action or suit at law or in equity brought against it, in which it is made a party, by reason of the erection of any such building or structure, or by reason of the occupancy or use by the lessee of the premises herein granted or in any way relating to or connected with the use of the premises of the lessor. For the purpose of this paragraph the term "expense" shall be construed to include all costs incurred by the lessor in the defense or settlement of said action or suit, including attorney's fees, filing fees, salaries and expenses of any officials or employees of said lessor while engaged in the defense or settlement of said action or suit.

(7) This lease shall not be assigned, or said premises, or any part thereof, sublet or used or occupied by the lessee, or any other parties, except as herein provided, without the written consent of said Harbor Commission first obtained thereto.

(8) The lessee shall, upon the termination of this lease by cancellation or otherwise, restore said leased premises to the same or as good condition as they were in when entered upon by the lessee hereunder, and upon its failure to do so within thirty days after the termination of this lease, by cancellation or otherwise, said premises may be so restored by the lessor, and the expenses thereof shall be promptly paid by the lessee.

(9) If prior to the termination of this lease the lessee shall have paid all rent by it payable; and shall have kept and performed all of the terms and conditions herein on its part to be kept and performed, it shall have the privilege of removing from said premises all structures or property thereon belonging to it, and shall restore said premises to as good condition as the same were in when entered upon by the lessee hereunder; and if such structures or property are not so removed the lessee hereby conveys the same absolutely to the lessor, and the title thereto, upon the expiration of said lease, shall vest in the lessor without further act or conveyance.

(10) Before commencing the erection of any buildings or structures of any kind upon said leased premises, if required by said Harbor Commission, or at any time during the construction thereof, if and when so required, the lessee shall furnish the lessor a good and sufficient bond against liens, to be approved by the lessor.

(11) It is expressly understood and agreed that this lease and the rights of the lessee hereunder are and shall be subject to all of the requirements and conditions of Ordinance No. 11829 of the ordinances of The City of San Diego, and to all conditions, rules and regulations which are now or may hereafter be adopted by the said Harbor Commission pursuant to said ordinance, as fully and completely as though the same were herein set forth in detail; and likewise to all laws of the United States, State of California, and ordinances of The City of San Diego applicable to the operation of air ports and/or air craft and/or to the leasing of tide lands by said City.

(12) It is further expressly understood and agreed that said Harbor Commission may at any time change the boundaries on said Field of the premises leased in accordance with any plan of development of said Municipal Air Port adopted by said Commission;

(14) It is further agreed by and between the parties hereto that should the lessee fail to pay the rent at the times and in the amounts as hereinabove recited, or fail to fulfill any of the conditions or covenants herein contained or referred to, then and in that event it shall be lawful for the lessor to re-enter and take possession of said premises, and thereupon said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with

any of the terms and conditions hereinbefore mentioned.

The said lessee also covenants and agrees that it will, at the expiration of the terms herein recited, yield and surrender the aforesaid premises to the lessor in as good condition and repair as when it took them hereunder, damage by the elements alone excepted.

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

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

THE CITY OF SAN DIEGO, Lessor.
By M. A. GRAHAM
W. P. CRONAN
J. C. McCLURE,
Members of the Harbor Commission of
The City of San Diego.

SAN DIEGO AIR SERVICE CORPORATION,
Lessee.
By ROY CAMPBELL, JR.,
Vice-President.

ATTEST: (Seal)
GORDON GRAY, Secretary.

I hereby approve the form of the foregoing Lease, this 6th day of September, 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with San Diego Air Service Corporation and the City of San Diego, California, being Document No. 231358.

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

LEASE

THIS AGREEMENT, made and entered into this 1st day of October, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 11844 of the ordinances of The City of San Diego, authorizing the execution of this lease, and JOHN ZWECK, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, 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, and more particularly described as follows:

Pueblo Lot 1360 of the Pueblo Lands of The City of San Diego;
for the term of one year beginning on the 23rd day of March, 1928, and ending on the 22nd day of March, 1929, 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 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:

ATTEST: (Seal)
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.

JOHN ZWECK, Lessee.

I hereby approve the form of the within Agreement of Lease, this 14th day of July, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City
Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease between John Zweck and the City of San Diego, California, being Document No. 231454.

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

SPECIFICATIONS FOR
PAVING PORTIONS OF HARBOR STREET NORTH
OF BROADWAY.

NOTICE TO CONTRACTORS

City of San Diego
State of California

Office of Purchasing Dept.
Pacific Bldg., Fifth & F. Sts.

Sept. 7, 1928.

Notice is hereby given that sealed proposals will be received at the office of the Purchasing Department of the City of San Diego, California, No. 205 Pacific Bldg., of said City, until 11:00 o'clock A.M. of the 19th day of Sept., 1928, for:

Furnishing all labor, materials and equipment for the paving of portions of Harbor Street north of Broadway.

The plans and specifications herein contained give detailed location and information of the work to be done.

The work shall be done in strict accordance with the plans and specifications therefor which are on file in the office of the City Clerk, and bearing Document Number 229991.

All proposals shall be made upon printed forms which will be furnished gratuitously by the Superintendent of the Purchasing Department of said City, and must be accompanied by the affidavit appearing upon said form, and no bid will be considered that does not contain such affidavit. Each bidder is directed to endorse on the envelope containing his bid, his name and the character of the work or material upon which the bid enclosed is submitted.

Each bidder must accompany his bid with a check upon some responsible bank, properly certified, payable to the City Clerk of the City of San Diego, for a sum equal to five per cent of the aggregate sum of the bid, which check and the moneys represented thereby shall be held by the City as a guarantee that the bidder, if awarded the contract, will in good faith enter into such contract and give the security required for the faithful performance thereof. Such check and the moneys represented thereby otherwise will be forfeited to the City. No bid will be received that is not accompanied by such certified check.

The successful bidder will be required to furnish the City with a bond, with good and sufficient sureties, in a sum equal to twenty-five per cent (25%) of the amount of the contract price, conditioned for the faithful performance of said contract.

The successful bidder will also be required to furnish the City with a labor and materialmen's bond in an amount of not less than fifty per cent (50%) of the amount of the contract, conditioned upon the payment by said contractor of all materials or supplies furnished in the performance of the work contracted to be done by the terms of the contract, and for any work or labor done thereon of any kind.

Plans and specifications, can be obtained at this office, upon depositing Fifteen (\$15.00) Dollars, Ten (\$10.00) Dollars of which will be returned upon the return of said plans and specifications.

The right is reserved to reject any or all bids.

For further particulars address the Superintendent of the Purchasing Department of the City of San Diego.

Dated this 7th day of Sept., 1928.

A. V. GOEDDEL,
Superintendent of the Purchasing Department
of the City of San Diego.

INSTRUCTIONS TO BIDDERS

1. The work herein contemplated shall include the furnishing of all material, labor and equipment necessary for the completion, and the completion of the paving of 161222 square feet of Harbor Street with six inches of cement concrete. The right is reserved to increase or diminish the quantity of work stated above, and the Contractor will be paid for the work actually performed at the unit price bid.

2. When a proposal is made by a co-partnership, the co-partnership name, as well as the names of the individual members of the co-partnership shall be signed in full.

3. Anyone signing a proposal as the agent of another or others, or as an officer of a corporation, shall file with it legal evidence of his authority so to do.

4. The place of residence of each bidder shall be given in full after his signature.

5. No alterations by erasures or interlineations will be allowed and permission will not in any case be given for the withdrawal, modification or explanation of any bid.

6. All prices shall be stated both in words and figures.

7. The Common Council of the City of San Diego reserves the right to reject any or all bids if deemed for the best interests of the City.

8. Each bidder shall satisfy the Common Council of the City of San Diego of his ability to furnish the materials and equipment and to perform the work contemplated. The character of the equipment to be used, the adequacy of the security offered and the previous experience and responsibility of the bidder will be considered in awarding the contract.

9. Reasonable grounds for supposing that any bidder is interested in more than one proposal will cause the rejection of all proposals in which he is supposed to be interested. Reasonable grounds for supposing that any bidder has sought by collusion to secure to himself any advantage over other bidders will cause the rejection of his proposal.

10. Bidders shall visit the site in order to inform themselves regarding the actual conditions. Failure to do so shall not entitle any contractor to any allowance due to ignorance of the conditions.

11. These instructions shall be construed with and made a part of the contract.

12. Each proposal shall be made and received with the express understanding that the Bidder accepts the terms and conditions contained in the plans and specifications and form of contract and bond bound herewith.

13. Bidders are invited to be present at the opening of the proposals.

PROPOSAL

City of San Diego,
Sept. 19, 1928.

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

Gentlemen:

The undersigned after having examined the attached specifications and form of contract and bond, and the plans on file in the office of the City Clerk, proposes to perform the following work and to maintain the same until the final acceptance of the work by the Engineer, the Harbor Commission and the Common Council of the City of San Diego, in accordance with the attached specifications, form of contract and bond and the above mentioned plans, for the following price:

Contract: For furnishing all labor, materials and equipment and constructing approxi-

mately 161222 square feet of pavement complete for the sum of Sixteen and 3/10 cents (\$0.163) per square foot.

It is hereby agreed that the Common Council of the City of San Diego has the right to reject the above proposal and if such proposal is rejected then the enclosed certified check for Fourteen Hundred Dollars (\$1400.00), which is made payable to the City of San Diego, shall be returned to the undersigned within fifteen (15) days from the date hereof.

If the proposal is accepted and the work is awarded and the undersigned shall fail to enter into a contract of the form and terms hereto attached, within ten (10) days after the award has been made, then the said check shall be cashed and the amount thereof paid into the treasury of the City of San Diego as liquidated damages for the failure of the undersigned to comply with the terms of their proposal.

The undersigned further proposes and agrees to commence work under this contract for the paving of portions of Harbor Street as shown on the plans, within thirty (30) calendar days and to complete said work within sixty (60) calendar days after signing the contract.

Presented herewith is a check for the sum of Fourteen Hundred Dollars, duly certified by the Security Trust & Savings Bank, payable to the order of the City Clerk of the City of San Diego.

(Seal)

BUTTERFIELD CONSTRUCTION CO.
By A. E. THURSTON, Secretary.

P.O. Box 157, San Diego, Calif.
Phone - Hillcrest 5899

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN DIEGO) ss.

A. E. Thurston, being duly sworn, says that he is the Secretary of the Butterfield Construction Co., bidders under notice of the Purchasing Agent of the City of San Diego hereto attached, inviting sealed proposals for the work to be done under Contract for the paving of portions of Harbor Street, that the bid herewith presented is genuine, and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the Butterfield Construction Co. has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person or firm or corporation to refrain from bidding, and that the said bidders have not in any manner sought by collusion to secure for themselves an advantage over other bidders.

(SIGNED) A. E. THURSTON

SUBSCRIBED AND SWORN TO before me this 19th day of September, 1928.

(Seal)

ROY E. BAVERLEY,
Notary Public in and for the County of
San Diego, State of California.
My Commission Expires Nov. 22, 1931.

SPECIFICATIONS

Article 1.

Work to be done

1. The work to be done under these specifications consists in furnishing all necessary materials, labor, tools, machinery and equipment for the construction and constructing approximately 161222 square feet of six inch cement concrete pavement on Harbor Street in the City of San Diego, California. The work also includes the removing or depositing of earth necessary to bring the portion of the street to be paved to subgrade, and the preparing of the subgrade. All earth removed from this work shall be deposited as fill on Harbor Street between Broadway and "E" Street, in a manner designated by the Engineer. The location of the above work is more minutely described in the plans.

2. The work herein contemplated shall be built in strict accordance with these specifications and with the official plans on file in the office of the City Clerk of the City of San Diego, as hereinafter described.

Article 11.

1. Definition of terms: Whenever the term "Engineer" is used in the specifications it is understood to refer to the Engineer in charge of the work, he being the representative of the Port Director. Whenever the term "Contractor" is used it is understood to refer to the second party to the contract.

2. Drawing: The plans for the work to be done under these specifications consist of one sheet Number 1, showing general and detailed plans for the paving of portions of Harbor Street between Broadway and the westerly prolongation of the center line of Ash Street; in the City of San Diego, California.

The above mentioned plans are attached hereto and are hereby made a part of these specifications. For work requiring further explanation than that contained in these specifications and drawings referred to, additional detail drawings will be furnished and these are to be accurately followed, and any work constructed without such drawings or not in accordance with them will be rejected and if fixed must be displaced, remade and replaced and all work disarranged by such alterations made good at the Contractor's expense.

3. Plane of Reference: All grades and elevations in these specifications and the aforementioned plans are referred to mean lower low water, the datum of the U.S. Coast and Geodetic Survey.

4. Surveys and Levels: Sufficient lines and levels will be furnished by the Engineer from which the Contractor shall lay out his work. The Contractor will be held responsible for the correctness of any other lines and levels, and shall satisfy himself as to the accuracy of lines and levels furnished by the Engineer representing the Harbor Department.

5. Nature of ground: Bidders must examine and judge for themselves as to the location of the proposed work, the nature and amount of the excavation to be made and the work to be done. No allowance will be made for the failure of a bidder or of the Contractor to estimate correctly the difficulties attending the execution of the work.

6. Inspection: The work will be conducted under the general direction of the Port Director and the Engineer in charge who will enforce a strict compliance with the requirements of the plans and specifications. They will measure quantities of work performed, assist the contractor in maintaining correct lines and levels, and see that the specifications are complied with; but the presence of the Port Director or Engineer shall not relieve the contractor of any responsibility for the proper execution of the work. The contractor shall furnish such labor and material as may be necessary in measuring quantities and supervising the work. The contractor shall furnish such ranges and stakes as may be required. The cost of meeting these requirements shall be included in the price bid.

Article 111.
Materials

1. The materials to be used in this work consist of the requisite quantities of Portland Cement fine aggregate, coarse aggregate and asphaltic cement. All the materials shown on the plans or called for in these specifications shall be furnished by the contractor. All materials used in the structure will be subjected to a rigid examination and test, and if found defective, under size, over size, unsuitable, or not as specified, will be condemned and must be immediately removed from the work by the contractor at his expense. Materials may be rejected at any time for defects which may be disclosed or which may develop in the course of the work, notwithstanding any previous test or inspection and shall be removed by the contractor as indicated above.

2. Testing and Inspection: All materials shall be delivered on the work or submitted as samples when so directed in ample time to permit of inspection and laboratory testing. Materials for concrete shall be delivered on the work at least forty-eight hours prior to the mixing or placing of any concrete and notice given to the Engineer immediately of such delivery of materials in order that they may be inspected and the proper proportions for the aggregate determined.

3. Portland Cement: All cement used shall be Portland cement and must conform to the following requirements and be subject to the following tests, which will be open to the contractor. Samples for tests may be taken from every package delivered or proposed to be used upon the work, and unless they meet the requirements herein specified, such package or packages of cement will be rejected. No cement will be accepted, tested or permitted to be used, unless delivered in the original unopened packages with the manufacturer's name and the brand of cement thereon. All samples of Portland cement required by the Engineer shall be given him free of charge and he shall have authority at any time to take such samples as he may desire. All tests made will be made in the cement testing room provided by the City of San Diego for that purpose. Briquettes for testing tensile strength of cement will be made both of neat cement and of cement and sand in the proportions hereafter specified.

The specific gravity of cement shall be not less than 3.10. Should the test of the cement as received fall below this requirement, a second test may be made upon a sample ignited at a low red heat. The loss in weight of the ignited cement shall not exceed four (4) per cent.

(a) FINENESS. The cement must be evenly ground and when tested with the following standard screens must pass at least the following percentages by weight:

100 - mesh - - - - - 92%
200 - mesh - - - - - 75%

(b) TENSILE STRENGTH. Briquettes of neat cement one (1) inch square in section shall attain a minimum tensile strength as follows:

At 24 hours in moist air, 175 pounds.

At 7 days (1 day in moist air and 6 days in water) 500 pounds.

At 28 days (1 day in moist air and 27 days in water) 600 pounds.

Briquettes one (1) inch square in section made of one (1) part Portland Cement and three (3) parts of Standard testing sand, shall attain a minimum tensile strength as follows:

At 7 days (1 day in moist air and 6 days in water) 175 pounds.

At 28 days (1 day in moist air and 27 days in water) 250 pounds.

Neat cement testing below 600 pounds at 28 days and showing a retrogression below the seven-day test, will be rejected.

The sand test must in all cases show an increase in strength at 28 days over the seven-day tests.

(c) SOUNDNESS. Pats of neat cement about three inches in diameter, one-half inch in thickness at the center and tapering to a thin edge, shall be kept in moist air for a period of twenty-four (24) hours. A pat will then be kept in air of normal temperature for at least twenty-eight (28) days. Another pat will be exposed in an atmosphere of steam, above boiling water, in a loosely closed vessel for five (5) hours. These pats to satisfactorily pass the requirements must remain firm and hard and show no signs of distortion, checking, cracking, blotching or disintegration.

Neat cement shall develop initial set in not less than thirty (30) minutes, but must not develop hard set in less than one (1) hour nor more than ten (10) hours. No cement will be permitted to be used in the work until after the seventh day test as above prescribed.

The contractor shall store the cement in a tight shed to be constructed by him on or near the work, and shall be responsible for the proper care of the cement.

4. Fine Aggregate: The fine aggregate shall be a clean sand containing not more than three (3) per cent of loam, mica or organic matter. It shall range in size from fine to coarse within the following limits:

Passing No. 4 sieve - not less than 95 per cent.

Passing No. 50 sieve - not more than 30 per cent.

If necessary, grading shall be obtained by mixing fine and coarse sand.

5. Coarse Aggregate: The coarse aggregate shall consist of crushed rock or gravel or combinations thereof, having clean, hard, strong uncoated particles free from injurious amounts of soft, friable, elongated or laminated pieces, shale, organic or other deleterious matter.

Coarse aggregate shall range in size from fine to coarse within the following limits:

Passing through 1-1/2 inch sieve - 100 per cent

Passing through 3/4 inch sieve - from 40% to 75%

Passing No. 4 sieve - not more than 10%

Passing No. 10 sieve - not more than 2%

If necessary, grading shall be obtained by mixing two or more screened aggregates.

6. Asphaltic Cement: The asphaltic cement for pavement shall be a refined asphalt prepared from crude asphaltic base petroleum. It shall be homogeneous and uniform. It shall be adhesive and ductile and also slightly elastic at a temperature of 32 degrees Fahrenheit. It shall be free from water and from light oil, volatile at less than 250 degrees Fahrenheit, and shall contain not less than 99 per cent of bitumen soluble in chloroform and no free carbon. When 20 grammes are heated at a temperature of 300 degrees Fahrenheit for eight consecutive hours in an uncovered cylindrical dish 3 1/2 centimeters high by 3 1/2 centimeters in diameter, it shall not lose more than 5 per cent in weight. The penetration shall fall within the limits of 65 to 80 by the District of Columbia standard.

Article IV.

Concrete

1. Materials for concrete work shall consist of requisite quantities of Portland Cement, fine aggregate and coarse aggregate, of the grading and quality hereinbefore specified. Water for mixing concrete shall be clean, fresh and free from deleterious substance.

2. Unit of Measurement: The unit of measure shall be the cubic foot; one sack of Portland cement weighing ninety-four (94) pounds shall be considered as one cubic foot.

3. Method of Measuring: Each of the constituent materials shall be measured separately by volume. The devices for measuring shall be sufficiently accurate to insure a uniform mix and shall be subject to approval by the Engineer. The water tank shall be so arranged that the water can be definitely measured and regulated and the device used shall be subject to approval by the Engineer.

4. Proportions: The concrete used in the construction shall be composed of 1 part Portland cement to five (5) parts fine and coarse aggregate of the quality hereinbefore specified. The proportion of fine to coarse aggregate and the quantity of water used for mixing will be determined by the Engineer.

5. Mixing: All concrete shall be mixed by machine of a type approved by the Engineer. The arrangement of hoppers, water tank and measuring devices shall be such that proportioning can be readily controlled by the Engineer or his representative. The mixing shall be continued for a minimum time of one minute after all ingredients are assembled in the mixer before any concrete is drawn off during which time the mixer shall rotate at a peripheral speed of 200 feet per minute. The consistency of the mix will be controlled by the Engineer in proportioning the water. In general, the consistency shall be as dry as can be used with the tamping hereinafter specified. Excessively wet concrete shall be wasted. Any excess of concrete which has been standing long enough to take an initial set, shall not be retamped and used in the work. All concrete condemned as unfit for use shall be immediately removed from the work.

6. Transporting: Unless otherwise authorized by the Engineer, concrete shall be transported from mixer to forms in approved containers such as buckets, buggies or barrows. Spouts, troughs or devices which may affect the consistency or limit dry consistencies shall not be used. In case separation or other deleterious changes occur during transportation, the concrete shall be dumped into a hopper and turned over before being deposited in the forms.

7. Tamping: The concrete shall be thoroughly worked with tools of an approved type after depositing in the forms. For the purpose of insuring thorough compacting, the contractor shall furnish in addition to wheelers, dumpers and finishers, one tamper for every two yards of concrete and fraction thereof, placed per hour, who shall do nothing other than spread and work the concrete as directed by the Engineer.

8. Joints: All joints shall be made at locations called for in the plans and specifications or designated by the Engineer. When work is begun on any section it shall be carried on continuously to the line or joint previously determined.

9. Curing: The surfaces of newly placed concrete shall be carefully protected from rapid drying by covering them with sand which shall be kept wet for a period of two weeks after depositing concrete.

ARTICLE V.

Grading

1. The Contractor shall for the unit price bid per square foot of pavement, make all excavations or fills necessary to prepare the subgrade for the pavement. Surplus dirt shall be hauled away and deposited as hereinbefore provided.

2. Preparing Subgrade: The area to be paved shall be excavated or filled to a subgrade at proper depth to allow for the full pavement depth specified. The entire surface shall then be compacted to the satisfaction of the Engineer by flooding with water combined with tamping and rolling. The work shall be continued until a compact, uniform surface is produced at proper depth below and parallel to the surface of the finished pavement. Immediately before depositing concrete the subgrade shall be again wet down, and it shall be kept moist during the depositing of concrete.

ARTICLE VI.

Concrete Pavement on Harbor St.

1. The concrete pavement shall be of six inch uniform thickness. It shall be laid in the areas and to the elevations shown on the plans. The concrete shall be proportioned one part cement to five parts aggregate. The subgrade shall be graded and prepared; and the concrete shall be mixed, placed and finished as hereinbefore specified.

2. Joints: In laying the pavement the area shall be divided into sections approximately 15 feet square and shall be concreted in alternate squares. The concrete shall set seven (7) days before the intermediate squares are concreted. Pavement on the tracks shall be laid on the ballast. Flange grooves shall be run along the rails and joints along the entire length of the tracks at the ends of the ties. Joints shall cross the track paving at right angles to the track at approximately 15 foot intervals. The Engineer will designate the location of the squares and joints. The top edges of all joints shall be run with a tool to form a V groove, one-half inch in depth. This V groove shall be filled with asphaltic cement of the quality hereinbefore specified.

3. Area: The estimated area to be paved on Harbor Street is 161222 square feet. This area is approximate only and may be increased or decreased by the order of the Engineer and the Contractor will be paid at the unit price bid for the actual area paved as measured by the Engineer.

4. Contract Price: The contract price per square foot is for the pavement complete, including grading, hauling and depositing of surplus material and all work necessary to construct the pavement on Harbor Street in accordance with the plans and specifications.

ARTICLE VII.

GENERAL CONDITIONS

1. The contractor must abide by and comply with the true intent and meaning of these specifications, which shall be construed to include all measures, materials, and modes of work necessary to complete the work herein specified in a thorough and workmanlike manner.

2. If, from any cause, any portion or portions of the work be done in violation of these specifications or without the approval of the Engineer, the Contractor shall, at his own expense, remove and rebuild such portion or portions properly; and upon his refusal so to do the Engineer may cause such removals to be made and the work done properly, and shall deduct the cost of same from the amount due the Contractor.

3. All work must be done under the supervision and to the satisfaction of the Engineer, and all questions and disputes with regard to the intent and interpretation of these specifications and estimates and measurements of material and work shall be referred to him, and his decision thereon shall be final.

4. Should any question arise as to the conduct of the work or the intent or interpretation of these specifications, or should further explanations or details be required, the Contractor must apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

5. All corrections of errors or omissions in these specifications or plans may be made by the Engineer, when such correction is necessary for the proper fulfillment of their

intention as construed by him.

6. The misplacement, addition or omission of any word, letter, figure or punctuation mark, shall in no way change the true spirit, intent or meaning of these specifications.

7. Any part of the work which is not mentioned in these specifications, but is shown on the drawings, or any part not shown on the drawings or described in the specifications, but which is reasonably implied by either, or is necessary or usual in the construction of work of this class, shall be furnished and installed by the Contractor as if fully described in the specifications and shown on the drawings.

8. If any portion of the construction provided by these plans and specifications, or any apparatus used by the contractor in the prosecution of the work, is covered by letters patent, the royalties due to or become due for the use thereof, shall be paid by the Contractor and must be included in his proposal.

9. The Contractor shall keep proper lights each night between the hours of sunset and sunrise upon all floating plant connected with the work, upon all ranges and other stakes in connection with it when necessary, and upon all buoys of such size and in such locations as to endanger or obstruct navigation and shall be responsible for all damages resulting from any neglect or failure in this respect.

10. The Contractor will be required to properly barricade the work so as to afford protection to the public. The Contractor shall be required to hold the City of San Diego and the Harbor Commission, either in an official or personal capacity, harmless from liability caused by injury to persons or property.

11. The Contractor shall protect his work and material and adjoining existing structures from injury from any cause and until the completion and acceptance of the work. Should any injury occur prior to the final estimate, the Contractor shall claim no compensation therefor, nor for the work done in substitution thereof, but shall repair such injury. The Contractor shall at no time have the right to remove any portion of the work in place, nor any material on the ground, without the order and consent of the Engineer.

12. The Engineer may, in his discretion, from time to time direct the order in which and the points at which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be required, in his opinion, to safeguard the interests of the City of San Diego. The Contractor shall immediately comply with and follow any and all orders and instructions given by the Engineer, but nothing herein contained shall be taken to relieve the Contractor of any of his obligations or liabilities under this contract.

13. Contractors and workmen engaged in this work, or other work which the City may order, shall have access to the work at such times and places as the Engineer may direct; and the Contractor when so directed shall coordinate his operations with such work of the City or of other Contractors so that the entire structure may be completed at the earliest possible date.

14. The Contractor will be permitted the use of the necessary area for storing material at appropriate location agreed upon.

15. When required by the Engineer, the Contractor shall remove all temporary structures and all debris and surplus materials which may have accumulated during the prosecution of the work, and on the completion shall leave the premises in a clean and neat condition. The work will not be accepted until the cleaning up is done to the entire satisfaction of the Engineer.

16. The Engineer may, at his discretion, order the removal of any superintendent, foreman or workman, who refuses by word or action to comply with the Engineer's instructions regarding the prosecution of the work.

CONTRACT PAVING PORTIONS OF HARBOR STREET

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 1st day of Oct., 1928, 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

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:

Paving portions of Harbor Street, within the area and to the grades shown on the plans; and to perform said paving in the manner and in the amount, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of San Diego on the 25th day of August, 1928, marked "Document No. 229991," and endorsed: "Plans & Specifications for paving Harbor Street bet. Broadway and Ash Street;" said plans consisting of one sheet numbered one and said specifications consisting of nine pages:

That true copies of the advertisement for bids, instructions to bidders, proposal of contractor, and plans and specifications are hereto annexed, marked "Exhibit A," and 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 price:

Pave with six (6) inch cement concrete those certain portions of Harbor Street shown shaded on the plans, and to perform all work incidental thereto as set forth in the specifications.

For the sum of SIXTEEN & 3/10 CENTS (\$.163/10) per square foot, as measured within the bounds of the area provided for same on said plans, said paving to be completed within the time set forth in said specifications.

It is further understood and agreed as follows:

1. Whenever the words "City," "Engineer" or "Contractor" are used in this Agreement, they shall be mutually understood to refer, respectively, to The City of San Diego, the Engineer in charge of the work, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.

2. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the Contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the specifications, or should further explanation or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

3. The Contractor shall commence work within thirty (30) calendar days after the signing of this Contract by the City of San Diego and shall complete said work within sixty (60) calendar days after the signing of the Contract by the City of San Diego.

4. It is further stipulated and agreed that time is the essence of this Contract, and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of Twenty-Five Dollars (\$25.00) per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by The City of San Diego, and that said Contractor will pay to the said City, as liquidated damages, the sum of Twenty Five Dollars (\$25.00) for each and every day's delay in the completion of the work beyond the time allowed herein; and said Contractor agrees to pay said liquidated damages as herein provided, and agrees that in case the same are not paid, said City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this Contract.

5. Said Contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council, shall have the absolute right, without notice and at its election, to at one terminate and cancel this Contract for any delay in prosecuting the work as agreed, or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this Contract shall not be any excuse or defense whatsoever, to the right of The City of San Diego to terminate the Contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract or after advertisement, as The City of San Diego, acting by a majority of the members of its Common Council, may determine, and this right is hereby given to said City of San Diego.

6. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which he has no control, he shall have no claim for damages therefor, but he may be given such extension of the time specified herein for the prosecution and completion of the work as the City of San Diego acting through the Engineer in charge decides is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.

7. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by The City of San Diego, nor to injure their work, and shall promptly make good at his own expense any injury to such work, workmen or contractors by his act or omission. Any differences or conflicts which may arise between the Contractor and other contractors or the workmen of the City in regard to their respective work shall be adjusted and determined by the Engineer.

8. The Contractor shall constantly give his personal attention to the faithful prosecution of the work; he shall keep the same under his personal control; and no interest in this Contract shall be transferred by the Contractor to any other parties, 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 not sublet or subcontract the whole or any part of the work without the consent or authorization of the Common Council of The City of San Diego evidenced by resolution passed by said Common Council. With his request to said Common Council for permission to sublet or subcontract the whole or any part of the herein required work, he shall file a copy of the contract which he proposes to enter into for subletting or subcontracting the whole or any part of said work, and he shall state the name and place of business of such subcontractor as he intends to employ, together with such other information as will enable said Common Council to determine the responsibility and standing of said subcontractor.

No subcontract will be considered unless the original Contract between the Contractor and The City of San Diego is made a part thereof, nor unless it appears to said Common Council that the proposed subcontractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete such work in accordance with these specifications to the satisfaction of said Common Council.

No subcontract shall relieve the Contractor of any of his liabilities or obligations under this Contract. He shall not, either legally or equitably, assign any of the moneys payable under this Contract, or his claim thereto, unless with the like consent of said Common Council.

9. The Contractor shall maintain an office equipped with telephone instruments connected with local and long distance telephone, in the City of San Diego, during the continuance of his Contract, and shall have in said office at all times between 8:30 A.M. and 5:00 P.M. (Sundays and legal holidays excepted), a representative authorized to receive drawings, notices, letters or other communications, and such drawings, notices, letters or other communications given to or received by such representative shall be deemed to have been given to and received by the Contractor.

10. The delivering at or mailing to the Contractor's office in the City of San Diego (written notice of which address shall be given to the Common Council of The City of San Diego within ten (10) days of the date of the Contract), or the delivering to the Contractor in person or to his authorized representative in said City of San Diego of any drawing, notice, letter or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

11. Said Contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for material or supplies furnished for the performance of said work, and to hold said City harmless for 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 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. In the event that there shall be a disagreement between the Contractor and said Common Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of such Common Council on that behalf and shall provide sufficient insurance to meet such determination of said Common Council.

12. Should the Common Council of The City of San Diego, in connection with the work herein specified, require any work to be done or material to be furnished which is not now contemplated or provided for in this Contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, it may call upon and order

the Contractor to perform such additional work, or to reduce the amount of the work, and the same shall not in any way affect the validity or make void this Contract. The amount of such added or omitted work or materials shall be agreed upon in writing and shall be paid for at the agreed price or at actual necessary cost, as determined by the Engineer, and approved by the Common Council, plus fifteen per cent (15%) profit. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for office expenses, general superintendence or other general expenses. The amount of such added or omitted work or material shall be added to or deducted from the amount of the Contract as the case may be, and this Contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extent thereof; provided, however, that should any such alterations or deviations in, additions to or omissions from said Contract, drawings and specifications be made, then the Contractor shall be entitled to such an extension of time for the completion of this Contract as may be necessary, in the opinion of the Engineer, to complete the work required by such alterations or deviations in, or omissions from, said Contract, drawings or specifications. Such work shall be classed as "added" or "reduced" work, and must be authorized by the Engineer and approved by the Common Council in the form of a "Change Order," and accepted by the Contractor in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

13. Partial estimates, based on contract prices, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate; and, if the estimate is approved, eighty-five (85) per cent thereof shall be paid to the Contractor, and fifteen (15) per cent shall be retained by the City until thirty-five (35) days after the whole work contracted for shall have been completed and accepted. Within thirty-five (35) days after the completion of the whole work, the Engineer shall make a final estimate of the entire work done, and upon its approval the City shall pay and the Contractor shall receive the amount thereof as full compensation for the work performed under this contract. But no estimate shall be paid before being certified by the Engineer and approved by the Common Council of the City of San Diego.

14. Final Inspection, Estimate, Acceptance and Payment: Whenever, in the opinion of the Engineer, the Contractor shall have completed the entire 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, replacements, or renewals, he will certify to the City in writing as to such completion, and will further certify as to the entire amount of work performed, including extra work, and as to the value thereof. The City, upon receipt of said certificate, will in turn certify the aforesaid certificate or estimate through proper channels for payment, and will notify the Contractor and his surety of the acceptance of the work.

At the expiration of thirty-five (35) days from the date of acceptance of the work by the Common Council of said City, and when a release of all claims against the City, under or by virtue of the Contract, has been executed by the Contractor and filed with the Engineer, final payment, including the sum of money withheld as above specified, will be made of any balance due the Contractor, less the aggregate amount of liens, if any, on file under or pursuant to this Contract.

15. Said Contractor further agrees and covenants that neither said Contractor nor any subcontractor doing work or performing labor pursuant to the terms of this Contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this Contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) 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.

16. 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.

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

IN WITNESS WHEREOF, this Contract is executed by The City 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.

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIREL
E. H. DOWELL
FRANK W. SEIFERT.
Members of the Common Council

ATTEST: (Seal)
A. E. THURSTON, Sect.

BUTTERFIELD CONSTRUCTION CO.
By L. B. BUTTERFIELD,
President.
Contractor.

I hereby approve the form of the foregoing Contract this 29th day of Sept., 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That BUTTERFIELD CONSTRUCTION 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, 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 THIRTEEN THOUSAND FIVE HUNDRED Dollars (\$13,500.00), 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 26th day of September 1928.

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 BUTTERFIELD CONSTRUCTION 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 paving portions of Harbor Street, within the area and to the grades shown on the plans, and to perform such paving in the manner and in the amount:

All 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 BUTTERFIELD CONSTRUCTION COMPANY, 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)

BUTTERFIELD CONSTRUCTION CO.

By L. B. BUTTERFIELD, President.

Principal.

ATTEST:

A. E. THURSTON, Sect.

MARYLAND CASUALTY COMPANY, Surety.

By F. F. EDELEN,

(F.F.Edelen) Its Attorney-in-Fact.

(Seal)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 26th day of September 1928, 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)

CLARENCE A. MOORE,

Notary Public, in and for said County

and State.

I hereby approve the form of the within Bond, this 29th day of Sept., 1928.

JAS. E. O'KEEFE, City Attorney.

By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 1st day of October, 1928.

VIRGILIO BRUSCHI.

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT,

Members of the Common Council

ATTEST: (Seal)

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That BUTTERFIELD CONSTRUCTION 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 SIX THOUSAND SEVEN HUNDRED FIFTY dollars (\$6,750.00), 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 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 September, 1928.

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, paving portions of Harbor Street, within the area and to the grades shown on the plans, and to perform such paving in the manner and in the amount all 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)
A. E. THURSTON, Sect.

BUTTERFIELD CONSTRUCTION CO.
By L. B. BUTTERFIELD, President.
Principal.
MARYLAND CASUALTY COMPANY,
Surety.

By F. F. EDELEN
(F.F. Edelen) Its Attorney-in-Fact.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 26th day of September 1928, 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) CLARENCE A. MOORE
Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 29th day of Sept., 1928.

JAS. E. O'KEEFE, City Attorney.
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 1st day of October, 1928.

ATTEST: (Seal)
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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Specifications for Paving Portions of Harbor Street North of Broadway, being Contract with BUTTERFIELD CONSTRUCTION COMPANY and The City of California, California, being Document No. 231565.

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

STIPULATION AND AGREEMENT

THIS STIPULATION AND AGREEMENT made by and between the City of San Diego, a municipal corporation, and Ed. Fletcher, Ed. Fletcher Company, and the Cuyamaca Water Co. a corporation, Witnesseth:

THAT WHEREAS, the said Ed. Fletcher, Ed. Fletcher Company and the Cuyamaca Water Co. a corporation, on August 7, 1928, (Document #229,094) have filed with said City of San Diego their protest against the action of the City of San Diego in pumping water to be carried away from the riparian lands on the San Diego River from the river bed of said stream; and

WHEREAS, said protestants claim that such diversions affect riparian lands on said stream owned by said protestants; and

WHEREAS, the City of San Diego claims the right to so pump water from said stream and from the river bed and percolating waters thereof at said point of diversion, it is therefore hereby agreed between said parties;

That the failure on the part of said protestant to take legal action to determine the respective rights of said parties to the use of the surface flow or under flow, or percolating waters of said stream, shall in no way be considered as a waiver of the rights of said party, and that neither of said parties shall gain or lose any legal rights pertaining to waters in said stream by reason of any failure of said protestants to make further protest or objection, or by reason of failure subsequent to the date of this agreement to take legal action to determine said respective rights, but that during the continuance of any such diversion of water from said stream by the City of San Diego, subsequent to the date of this agreement the legal rights of said respective parties in and to the waters of said stream as they now exist, shall remain unimpaired.

Dated: October 2nd, 1928.

(Seal)

ED FLETCHER
ED FLETCHER CO.
By ED FLETCHER.
CUYAMACA WATER CO.
By ED FLETCHER, Pres.

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

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT,
Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Stipulation and Agreement between Ed. Fletcher et al and the City of San Diego, California, being Document No. 231934.

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

CONTRACT FOR CLEARING SUTHERLAND
RESERVOIR SITE.

THIS AGREEMENT, made and entered into at San Diego, California, this 8th day of October, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through a majority of the members of its Common Council, party of the first part, and sometimes hereinafter called the City; and D. C. INGERSOLL, as party of the second part, hereinafter sometimes called the Contractor, WITNESSETH:

THAT WHEREAS the City is desirous of clearing approximately 640 acres of land known as the Sutherland Reservoir Basin of the timber, brush and other materials thereon, and the City is the owner of approximately 600 cords of wood now cut and piled on said land, and approximately 120 cords of wood now piled and stored in the City of San Diego; and

WHEREAS, the Contractor is desirous of contracting with the City to clear said land and to purchase said wood, IT IS HEREBY AGREED between the City and the Contractor as follows:

1. It is agreed and understood that the contractor will within the period of eighteen months from and after the execution of this agreement, unless said time be extended, fully, completely and in a workmanlike manner cut, remove, burn or otherwise clear and remove all timber, alive, dead, standing or fallen, together with all shrubbery, vines, brush, driftwood or any and all other rubbish from every part and all of that land described as Sutherland Reservoir Basin and bounded and enclosed by certain posts set by surveyors to mark the lines of said Basin, which consists of 640 acres more or less.

2. It is understood and agreed that there are now approximately 600 cords of wood cut and stacked on said land which belong to the City and further that there are now approximately 120 cords of wood now stored at Kettner and Vine Streets, in San Diego, belonging to the City.

3. It is understood and agreed that the contractor shall receive in full for his said work and labor and all expenses connected therewith the following compensation:

All of the said approximately 720 cords of wood now cut and belonging to the City, the same to be received and removed by the Contractor as hereinafter provided; and all other timber and wood to be cut from said land, and the sum of Three Hundred Dollars (\$300.00), to be paid thirty days after the final completion and termination of this contract. The said approximate 600 cords of wood shall remain on said land, or its equivalent in amount of like kind cut and corded, until the work of clearing the ground has been fully completed; except that not to exceed forty (40) cords per month from said 600 cords may be removed each month, and any amount in excess thereof may be removed at any time by depositing with the City a sum of money equal to the value of the wood to be removed in excess of forty (40) cords. Said approximate 120 cords of wood located at Kettner and Vine Streets may be received and removed by the Contractor at any time the Contractor has a like amount cut and corded on said land to be cleared in excess of the amount to be kept on said land, as above mentioned. All of said wood of every kind shall be fully removed from said ground before the termination of this contract.

4. It is further understood and agreed and made an express provision hereof, that the Contractor shall not employ or permit to be employed any other than citizens of the United States on any work connected with the carrying out of the terms of this contract.

5. It is understood and agreed that the time for carrying out the terms of this contract may be extended at the option of the Common Council in writing.

6. This contract shall not take effect until the Contractor has first executed and filed with the City Clerk for the City of San Diego a good and sufficient bond in the sum of One Thousand Dollars (\$1000.00), conditioned that the Contractor will faithfully comply with all the terms and conditions of this 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 said execution, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

ATTEST: (Seal)
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. SERIFERT
Members of the Common Council;
D. C. INGERSOLL, Contractor.

I hereby approve the form of the foregoing contract, this 6th day of September, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. C. HOPKINS, Deputy City Attorney.

I HEREBY CERTIFY the the above and foregoing is a full, true and correct copy of Contract with D. C. Ingersoll and the City of San Diego, California, being Document No. 232000.

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

BOND
MARYLAND CASUALTY COMPANY
BALTIMORE

KNOW ALL MEN BY THESE PRESENTS; That we, D. C. INGERSOLL, of San Diego, California, as Principal, and MARYLAND CASUALTY COMPANY, a corporation incorporated 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 sum of ONE THOUSAND DOLLARS (\$1000.00), for which payment, well and truly to be made, the said Principal binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said D. C. INGERSOLL is about to enter into a contract with the said CITY OF SAN DIEGO to clear approximately 640 acres of land, known as the Sutherland Reservoir Basin, of timber, brush and other materials thereon, and

WHEREAS before entering into said contract the said CITY OF SAN DIEGO requires that the said D. C. INGERSOLL execute a bond in the amount of One Thousand Dollars (\$1000.00), conditioned that the contractor will faithfully comply with all the terms and conditions of the said contract, in pursuance of which requirement this bond is given:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said D. C. INGERSOLL shall fully, completely and in a workmanlike manner cut, remove, burn or otherwise

clear and remove all timber, alive, dead, standing or fallen, together with all shrubbery, vines, brush, driftwood or any and all other rubbish from every part and all of the that land described as Sutherland Reservoir Basin and bounded and enclosed by certain posts set by surveyors to mark the lines of said Basin, and in the time and manner as provided in the aforementioned contract, then this obligation to be null and void; otherwise to remain in full force and effect.

SIGNED and SEALED this 26th day of September, 1928.

D. C. INGERSOLL, Principal.

(Seal)

MARYLAND CASUALTY COMPANY,
By F. F. EDELEN,
(F.F.Edelen) Its Attorney-in-Fact.
Surety.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 26th day of September 1928, 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)

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

I hereby approve the form of the within Bond, this 8 day of October, 1928.

JAMES E. O'KEEFE, City Attorney.
By H. C. HOPKINS, 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 October, 1928.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council

ATTEST: (Seal)
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 Bond of Maryland Casualty Company on behalf of D. C. INGERSOLL in favor of The City of San Diego, California, being Document No. 232001.

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

UNDERTAKING FOR STREET LIGHTING.
UNIVERSITY AVENUE 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 SIX HUNDRED SEVENTY-FIVE DOLLARS (\$675.00), 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 8th day of October, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and on 30TH STREET, between the south line of Lincoln Avenue and the north line of Wightman Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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.

ATTEST:
M. B. FOWLER.

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

ATTEST: (Seal)
ARCHIE R. GOWAN, Resident Assistant Secretary.

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

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

On this 8th day of October, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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 foregoing Undertaking this 9th day of October, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 47169 passed and adopted on the 17th day of September, 1928, require and fix the sum of \$675.00 as the penal sum of the foregoing Undertaking.

(Seal)

ALLEN H. WRIGHT,
City Clerk of the City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.
University Avenue Lighting District No. 1.

THIS AGREEMENT, made and entered into this 15th day of October, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and on 30TH STREET, between the south line of Lincoln Avenue and the north line of Wightman Street, 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, 1928, to-wit: to and including the 6th day of August, 1929.

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 for University Avenue Lighting District No. 1," filed June 2, 1928, 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 Thirty-nine and 76/100 Dollars (\$539.76), in twelve (12) 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 One Hundred Fifty-nine and 04/100 Dollars (\$2,159.04), in twelve (12) 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 Two Thousand One Hundred Fifty-nine and 04/100 Dollars (\$2,159.04) 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 Two Thousand One Hundred Fifty-nine and 04/100 Dollars (\$2,159.04).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Five Hundred Thirty-nine and 76/100 Dollars (\$539.76), 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.

ATTEST:
M. B. FOWLER.

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

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT,
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 9th day of October, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, 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 and the City of San Diego, California, being Document No. 232081.

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

UNDERTAKING FOR STREET LIGHTING.
Five Points 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 FIVE HUNDRED FIFTY-FIVE DOLLARS (\$555.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of October, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon INDIA STREET, between the southeasterly line of Andrews Street and the northwesterly line of Chalmers Street; The southwesterly side of KETTNER BOULEVARD, between the southeasterly 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 line of Noell Street and the southwesterly line of California Street; ANDREWS STREET, between the southwesterly line of India Street and the northeasterly line of California Street; WINDER STREET, between the southwesterly line of Kettner Boulevard and the northerly line of Hancock Street; HANCOCK STREET, between the northeasterly line of California Street and its termination in Chalmers Street and Kettner Boulevard, 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
By W. F. RABER, Principal

ATTEST: (Seal)
M. B. FOWLER.

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

ATTEST: (Seal)
ARCHIE R. GOWAN, Resident Assistant Secretary.

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

On this 8th day of October, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan, 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 foregoing Undertaking this 9th day of October, 1928.
JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 47168 passed and adopted on the 17th day of September, 1928, require and fix the sum of \$555.00 as the penal sum of the foregoing Undertaking.

(Seal) ALLEN H. WRIGHT, City Clerk of the City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.
Five Points Lighting District No. 1.

THIS AGREEMENT, made and entered into this 15th day of October, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first Party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH;

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

INDIA STREET, between the southeasterly line of Andrews Street and the northwesterly line of Chalmers Street;

The southwesterly side of KETTNER BOULEVARD, between the southeasterly 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 line of Noell Street and the southwesterly line of California Street;

ANDREWS STREET, between the southwesterly line of India Street and the northeasterly line of California Street;

WINDER STREET, between the southwesterly 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, within said limits. Such furnishing of electric current and such maintenance of appliance shall be for the period of one year from and after the 5th day of August, 1928, to-wit: to and including the 4th day of August, 1929.

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 for Five Points Lighting District No. 1," filed June 9, 1928, 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 Four Hundred Forty and 64/100 Dollars, (\$440.64), in twelve (12) equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Seven Hundred Sixty-two and 56/100 Dollars (\$1,762.56), in twelve (12) 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 One Thousand Seven Hundred Sixty-two and 56/100 Dollars (\$1,762.56) 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 One Thousand Seven Hundred Sixty-two and 56/100 Dollars (\$1,762.56).

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 Four Hundred Forty and 64/100 Dollars (\$440.64), 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.

ATTEST: (Seal)
M. B. FOWLER

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE

ATTEST: (Seal)

ALLEN H. WRIGHT, City Clerk. FRANK W. SEIFERT,
By FRED W. SICK, Deputy. Members of the Common Council

I hereby approve the form of the foregoing Contract, this 9th day of October, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, 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 and the City of San Diego, California, being Document No. 232080.

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

UNDERTAKING FOR STREET LIGHTING. Ocean Beach 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 ONE THOUSAND ONE HUNDRED FIVE DOLLARS (\$1,105.00), 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 8th day of October, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, has entered into 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 work upon ABBOTT STREET, between Newport Avenue and West Point Loma Boulevard; NEWPORT AVENUE, between Abbot Street and Sunset Cliffs Boulevard; SANTA MONICA AVENUE, between Abbott Street and Bacon Street; the southeasterly side of BACON STREET, between Newport Avenue and Santa Monica Avenue; and VOLTAIRE STREET, between Abbott Street and Froude Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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, Principal.

ATTEST: (Seal)
M. B. FOWLER.

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

ATTEST: (Seal)
ARCHIE R. GOWAN,
Resident Assistant Secretary.

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

On this 8th day of October, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan, 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 foregoing Undertaking this 9th day of October, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 47170 passed and adopted on the 17th day of September, 1928, require and fix the sum of \$1,105.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT,
City Clerk of the City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.
Ocean Beach Lighting District No. 1.

THIS AGREEMENT, made and entered into this 15th day of October, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH;

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

ABBOTT STREET, between Newport Avenue and West Point Loma Boulevard;
NEWPORT AVENUE, between Abbott Street and Sunset Cliffs Boulevard;
SANTA MONICA AVENUE, between Abbott Street and Bacon Street;
The southeasterly side of BACON STREET, between Newport Avenue and Santa Monica Avenue; and
VOLTAIRE STREET, between Abbott Street and Froude Street;

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 14th day of August, 1928, to-wit: to and including the 13th day of August, 1929.

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 for Ocean Beach Lighting District No. 1," filed June 9, 1928 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Hundred Eighty-one and 40/100 Dollars (\$881.40) in twelve (12) 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 Twenty-five and 60/100 Dollars (\$3525.60), in twelve (12) 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 "Ocean Beach Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of Three Thousand Five Hundred Twenty-five and 60/100 Dollars (\$3525.60) shall be paid out of any other fund than said special fund designated as "Ocean 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 Three Thousand Five Hundred Twenty-five and 60/100 Dollars (\$3525.60).

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 expenses of said work, other than said sum of Eight Hundred Eighty-one and 40/100 Dollars (\$881.40), 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.

ATTEST: (Seal)
M. B. FOWLER

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

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

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT,
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 9th day of October, 1928.

JAMES E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, 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 and the City of San Diego, California, being Document No. 232082.

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

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 15th day of October, 1928, by and between THE CITY OF SAN DIEGO, California, a municipal corporation, hereinafter designated the Lessor, and GEORGE 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:

Commencing at a point designated as the northeast corner of Sikes Tract, in the Rancho San Bernardo, County of San Diego, State of California; running thence in a westerly direction, following the northerly line of the Sikes Tract to intersection with the northerly line of the Sikes Tract with the 395 foot contour line of Lake Hodges; thence following the 395 foot contour line in a southwesterly direction to its intersection with the westerly line of that parcel of land known as the "Fenton Tract;" thence following said westerly line of the Fenton Tract in a southerly direction to an intersection with the 315 foot contour of Lake Hodges; thence in an easterly direction following said 315 foot contour of Lake Hodges to its most easterly point; thence following a line extended in an easterly direction, parallel with the southerly line of the Fenton Tract to an intersection with the easterly line of the Rancho San Bernardo; thence in a northeasterly direction following the easterly line of the Rancho San Bernardo 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 one (1) year commencing on the 1st day of September, 1928, and ending on the 31st day of August, 1929, and for the total rental of three hundred eighty dollars (\$380.00), payable on the execution 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 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, 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, the 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.

ATTEST: (Seal)

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

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIHE

FRANK W. SEIFERT

Members of the Common Council.

G. R. DALEY Lessee.

I hereby approve the form of the foregoing Lease, this 8 day of September, 1928.

JAS. E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George R. Daley and the City of San Diego, California, being Document No. 232158.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadtson* Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 15th day of October, 1928, by and between THE CITY OF SAN DIEGO, California, a municipal corporation, hereinafter designated the Lessor, and GEORGE 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 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 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 City 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 provided for in said lease 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 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 September, 1928, and ending on the 31st day of August, 1929, and for the total rental of one hundred thirty dollars (\$130.00) payable on the execution 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 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 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, 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 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

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT,

Members of the Common Council.

LESSOR.

ATTEST: (Seal)

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

G. R. DALEY, LESSEE.

I hereby approve the form of the foregoing Lease this 8 day of September, 1928.

JAS. E. O'KEEFE, City Attorney.

By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George R. Daley and the City of San Diego, California, being Document No. 232, - 162.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Braden* Deputy.

AMENDMENT TO LEASE.

WHEREAS, The City of San Diego, and I. T. Davidson and H. S. Wolf did, on the 1st day of January, 1927, enter into that certain lease, being Document No. 204425, on file in the office of the City Clerk of The City of San Diego, for the following described premises, to-wit:

The entire second floor with the exception of Rooms 201 and 202 of that building known as the Pacific Building, situated on Lot F, Block 61, Horton's Addition, in The City of San Diego; and,

WHEREAS, Lessor and lessee are desirous of amending said lease in order to give lessee an additional room;

NOW, THEREFORE, lessor and lessee do hereby amend said lease in the following particulars, to-wit:

Lessee is to have the entire second floor of said Pacific Building, with the exception of Room 215, and lessee is to pay rent during the remainder of the term of said lease, beginning as of date of November 1, 1928, at the rate of \$160.00 per month, payable monthly in advance on the first day of each and every month, together with the electric light rate for service to the lessee.

IN WITNESS WHEREOF, said I. T. Davidson and H. S. Wolf have hereunto subscribed their names, and a majority of the members of the Common Council of said City have hereunto subscribed their names as and for the act of said City, pursuant to a resolution authorizing such execution, this 22d day of October, 1928.

I. T. DAVIDSON

H. S. WOLF

THE CITY OF SAN DIEGO.

By FRANK W. SEIFERT

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

Members of the Common Council.

ATTEST: (Seal)

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

I hereby approve the foregoing Amendment to Lease this 15th day of October, 1928.

JAS. E. O'KEEFE,

City Attorney.

By ARTHUR L. MUNDO, Deputy City
Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendment to Lease with I. T. Davidson and H. S. Wolf with the City of San Diego, California, being Document No. 232424,

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

CONTRACT

The premium charged for this bond is 6.40 dollars for the term thereof.

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, a New York Corporation duly authorized to do business in 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 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 9th day of October, 1928.

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 eighty (80) 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)
C. W. McMILLEND.

GENERAL CHEMICAL COMPANY,
By F. H. NICHOLS, Principal.
Vice-President.

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK
By WILLIAM J. BENNETT, Surety.
Attorney.

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 9th day of October, in the year One Thousand Nine Hundred and twenty-eight, 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.

(Seal)

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

I hereby approve the form of the within Bond, this 20th day of October, 1928.

JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, 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 October, 1928.

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

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
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 9th day of October, 1928, 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 New York Corporation, duly authorized to do business in 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:

80 Tons of Sulphate of Alumina, in two carloads of 80,000 pounds each; in accordance with the specifications therefor 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, San Diego, California.

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 Thirty-two Dollars (\$32.00) per ton.

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__.

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 funds of said City, the following sums, to-wit:

The sum of Two Thousand Five Hundred Sixty Dollars (\$2560.00) for the furnishing and delivering of 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 duly authorized agent, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT.

Members of the Common Council.

GENERAL CHEMICAL COMPANY

F. H. NICHOLS, Contractor.

Vice-President.

ATTEST: (Seal)

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

ATTEST: (Seal)

C. W. McMILLEND, Secretary.

I hereby approve the form of the foregoing contract, this 20th of October, 1928.

JAS. E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with General Chemical Company and The City of San Diego, California, being Document No. 232434.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

SPECIFICATIONS FOR NUTMEG STREET STORM DRAIN.

NOTICE TO CONTRACTORS

City of San Diego
State of California

Office of Purchasing Dept.
Pacific Bldg., Fifth & F Sts.
September, 26th, 1928.

Notice is hereby given that sealed proposals will be received at the office of the Purchasing Department of the City of San Diego, California, No. 205 Pacific Bldg., of said City, until 11:00 o'clock A.M. of the 10th day of Oct., 1928, for:

Furnishing all labor, materials and equipment for the installation and completion of the Nutmeg Street Storm Drain.

The plans and specifications herein contained give detailed location and information of the work to be done.

The work shall be done in strict accordance with the plans and specifications therefor which are on file in the office of the City Clerk, and bearing Document Number 231228.

All proposals shall be made upon printed forms which will be furnished gratuitously by the Superintendent of the Purchasing Department of said City, and must be accompanied by the affidavit appearing upon said form, and no bid will be considered that does not contain such affidavit. Each bidder is directed to endorse on the envelope containing his bid, his name and the character of the work or material upon which the bid enclosed is submitted.

Each bidder must accompany his bid with a check upon some responsible bank, properly certified, payable to the City Clerk of the City of San Diego, for a sum equal to five per cent of the aggregate sum of the bid, which check and the moneys represented thereby shall be held by the City as a guarantee that the bidder, if awarded the contract, will in good faith enter into such contract and give the security required for the faithful performance thereof. Such check and the moneys represented thereby otherwise will be forfeited to the city. No bid will be received that is not accompanied by such certified check.

The successful bidder will be required to furnish the City with a bond, with good and sufficient sureties, in a sum equal to twenty-five per cent (25%) of the amount of the contract price, conditioned for the faithful performance of said contract.

The successful bidder will also be required to furnish the City with a labor and Materialmen's bond in an amount of not less than fifty per cent (50%) of the amount of the contract, conditioned upon the payment by said contractor of all materials or supplies furnished in the performance of the work contracted to be done by the terms of the contract, and for any work or labor done thereon of any kind.

Plans and specifications, can be obtained at this office, upon depositing Fifteen (\$15.00) Dollars, Ten (\$10.00) Dollars of which will be returned upon the return of said plans and specifications.

Authorized by Resolution # 47288.

The right is reserved to reject any or all bids.

For further particulars address the Superintendent of the Purchasing Department of the City of San Diego.

Dated this 26th day of Sept. 1928.

A. V. GOEDDEL

Superintendent of the Purchasing
Department of the City of San Diego.

INSTRUCTIONS TO BIDDERS

1. The work herein contemplated includes the construction of 1312 lineal feet of twenty-four inch reinforced concrete storm drain with the necessary catch basins and connections to existing culverts. The above work to be hereinafter designated as the "Nutmeg Street Storm Drain." Bidders shall understand that the above quantity is approximate only, and the right is reserved to increase or diminish the quantity of work to be done under this contract and that the contractor will be paid for work actually performed at the unit price bid regardless of the above approximation.
2. When a proposal is made by a co-partnership, the co-partnership name, as well as the names of the individual members of the co-partnership shall be signed in full.
3. Anyone signing a proposal as the agent of another or others, or as an officer of a corporation, shall file with it legal evidence of his authority so to do.
4. The place of residence of each bidder shall be given in full after his signature.
5. No alterations by erasures or interlineations will be allowed and permission will not in any case be given for the withdrawal, modification or explanation of any bid.
6. All prices shall be stated both in words and figures.
7. The Common Council of the City of San Diego reserves the right to reject any or all bids if deemed for the best interests of the City.
8. Each bidder shall satisfy the Common Council of the City of San Diego of his ability to furnish the materials and equipment and to perform the work contemplated. The character of the equipment to be used, the adequacy of the security offerer and the previous experience and responsibility of the bidder will be considered in awarding the contract.
9. Reasonable grounds for supposing that any bidder is interested in more than one proposal will cause the rejection of all proposals in which he is supposed to be interested. Reasonable grounds for supposing that any bidder has sought by collusion to secure to himself any advantage over other bidders will cause the rejection of his proposal.
10. Bidders shall visit the site in order to inform themselves regarding the actual conditions. Failure to do so shall not entitle any contractor to any allowance due to ignorance of the conditions.
11. These instructions shall be construed with and made a part of the contract.
12. Each proposal shall be made and received with the express understanding that the Bidder accepts the terms and conditions contained in the plans and specifications and form of contract and bond bound herewith.
13. Bidders are invited to be present at the opening of the proposals.

P R O P O S A L

City of San Diego,
Oct. 10, 1928.

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

Gentlemen:

The undersigned, after having examined the attached specifications and form of contract and bond, and the plans on file in the office of the City Clerk, proposes to perform the following work and to maintain the same until the final acceptance of the work by the Engineer, the Harbor Commission and the Common Council of the City of San Diego, in accordance with the attached specifications, form of contract and bond and the above mentioned plans, for the following price:

Contract: For furnishing all labor, materials and equipment and constructing approximately 1312 lineal feet of Storm Drain complete for the sum of Three Dollars and Thirty Cent (\$3.30) per lineal foot.

It is hereby agreed that the Common Council of the City of San Diego has the right to reject the above proposal and if such proposal is rejected then the enclosed certified check for Four Hundred Fifty Dollars (\$450.00), which is made payable to the City of San Diego, shall be returned to the undersigned within fifteen (15) days from the date hereof.

If the proposal is accepted and the work is awarded and the undersigned shall fail to enter into a contract of the form and terms hereto attached, within ten (10) days after the award has been made, then the said check shall be cashed and the amount thereof paid into the treasury of the City of San Diego as liquidated damages for the failure of the undersigned to comply with the terms of their proposal.

The undersigned further proposes and agrees to commence work under this contract for the construction of said Storm Drain within thirty (30) calendar days and to complete said work within sixty (60) calendar days after signing the contract.

Presented herewith is a check for the sum of Four Hundred Fifty Dollars, duly certified by the Security Trust & Savings Bank payable to the order of the City Clerk of the City of San Diego.

(Seal)

BUTTERFIELD CONSTRUCTION CO.
By A. E. THURSTON, Secretary.

P. O. Box 157, San Diego, Calif

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN DIEGO) ss,

A. E. THURSTON, being duly sworn, says that he is the Secretary of the Butterfield Construction Co. bidders under notice of the Purchasing Agent of the City of San Diego hereto attached, inviting sealed proposals for the work to be done under Contract for the construction of the Nutmeg Street Storm Drain, that the bid herewith presented is genuine, and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the Butterfield Construction Co has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person or firm or corporation to refrain from bidding, and that the said bidders have not in any manner sought by collusion to secure for themselves an advantage over other bidders.

(SIGNED) A. E. THURSTON,

SUBSCRIBED AND SWORN TO before me this 10th day of October, 1928.

(Seal)

ROY E. BAVERLEY,
Notary Public in and for the County of
San Diego, State of California.
My Commission Expires Nov. 22, 1931.

SPECIFICATIONS

Article I

Work to be done.

1.- The work to be done under these specifications consists in furnishing all necessary materials, labor, tools, machinery and equipment and constructing approximately 1312 lineal feet of Storm Drain complete, said Storm Drain herein to be designated, "Nutmeg Street Storm Drain."

2.- The work herein contemplated shall be built in strict accordance with these specifications and with the official plans and profile on file in the office of the City Clerk of the City of San Diego, as hereinafter described.

Article II

Plans, Survey and Inspection

1.- Definition of terms: Whenever the term "Engineer" is used in the specifications it is understood to refer to the Engineer in charge of the work, he being the representative of the Port Director. Whenever the term "Contractor" is used it is understood to refer to the second party to the contract.

2.- Plans and Profile: The plans and profile for the work to be done under these specifications consists of one sheet numbered 1 showing general and detailed plans and profile for the construction of the Nutmeg Street Storm Drain on the waterfront in the City of San Diego, California.

The above-mentioned plans and profile are attached hereto and are hereby made a part of these specifications. For work requiring further explanation than that contained in these specifications and drawings referred to, additional detail drawings will be furnished and these are to be accurately followed, and any work constructed without such drawings or not in accordance with them will be rejected and if fixed must be displaced, re-made and replaced and all work disarranged by such alterations made good at the Contractor's expense.

3.- Plans of Reference: All grades and elevations in these specifications and the aforementioned plans are referred to mean lower low water, the datum of the U. S. Coast and Geodetic Survey.

4.- Surveys and Levels: Sufficient lines and levels will be furnished by the Engineer from which the Contractor shall lay out his work. The contractor will be held responsible for the correctness of any other lines and levels, and shall satisfy himself as to the accuracy of lines and levels furnished by the Engineer representing the Harbor Department.

5.- Nature of Ground: Bidders shall form their own judgment of the nature of the ground on which the work shall take place. No allowance will be made for the failure of a bidder or of the Contractor to estimate correctly the difficulties attending the execution of the work.

6.- Inspection: The work will be conducted under the general direction of the Port Director and his Engineer who will enforce a strict compliance with the requirements of the plans, profiles and specifications. They will measure quantities of work performed, assist the Contractor in maintaining correct lines, ranges and levels, and see that the specifications are complied with; but the presence of the Port Director or his Engineer shall not relieve the Contractor of any responsibility for the proper execution of the work. The Contractor shall furnish such labor and materials as may be necessary in measuring quantities and supervising the work. The Contractor shall furnish such ranges and stakes as may be required. The cost of meeting these requirements shall be included in the price bid.

Article III

Materials

Materials entering into this construction, consist of Portland Cement, fine aggregate, coarse aggregate, reinforcing steel, structural steel and cast iron.

1.- Portland Cement: All cement used shall be Portland Cement and must conform to the following requirements and be subject to the following tests, which will be open to the Contractor. Samples for tests may be taken from every package delivered or proposed to be used upon the work, and unless they meet the requirements herein specified, such package or packages of cement will be rejected. No cement will be accepted, tested or permitted to be used, unless delivered in the original unopened package with the manufacturer's name and the brand of cement thereon. All samples of Portland Cement required by the Engineer or his authorized agent shall be given him free of charge and he shall have authority at any time to take such samples as he or his agent may desire. All tests made will be made in the cement testing room provided by the City of San Diego for that purpose. Briquettes for testing tensile strength of cement will be made both of neat cement and of cement and sand in the proportions hereinafter specified.

The specific gravity of cement shall be not less than 3.10. Should the test of the cement as received fall below this requirement, a second test may be made upon a sample ignited at a low red heat. The loss in weight of the ignited cement shall not exceed four (4) per cent.

(a) FINENESS. The cement must be evenly ground and when tested with the following standard screens must pass at least the following percentages by weight:

100 mesh - - - - - 92%
200 mesh - - - - - 75%

(b) TENSILE STRENGTH. Briquettes of neat cement one (1) inch square in section shall attain a minimum tensile strength as follows:

At 24 hours in moist air, 175 pounds.

At 7 days (1 day in moist air and 6 days in water), 500 pounds.

At 28 days (1 day in moist air and 27 days in water), 600 pounds.

Briquettes one (1) inch square in section made of one (1) part Portland cement and three (3) parts of Standard testing sand, shall attain a minimum tensile strength as follows:

At 7 days (1 day in moist air and 6 days in water), 175 pounds.

At 28 days (1 day in moist air and 27 days in water), 250 pounds.

Neat cement testing below 600 pounds at 28 days and showing a retrogression below the seven-day test, will be rejected.

The sand test must in all cases show an increase in strength at 28 days over the seven-day tests.

(c) SOUNDNESS. Pats of neat cement about three inches in diameter, one-half inch in thickness at the center and tapering to a thin edge, shall be kept in moist air for a period of twenty-four (24) hours. A pat will then be kept in air of normal temperature for at least twenty eight (28) days. Another pat will be exposed in an atmosphere of steam, above boiling water, in a loosely closed vessel for five (5) hours. These pats to satisfactorily pass the requirements must remain firm and hard and show no signs of distortion, checking, cracking, blotching or disintegration.

Neat cement shall develop initial set in not less than thirty (30) minutes, but must not develop hard set in less than one (1) hour nor more than ten (10) hours. No cement will be permitted to be used in the work until after the seventh day test as above prescribed.

2.- Aggregate: (a) SAND. All sand shall be fresh water sand, clean, hard and sharp, free from both oil and organic matter and shall contain not more than three (3) per cent. by weight, of mica and five (5) per cent, by weight, of clay and silt. An analysis curve of the sand must lie between the maximum and minimum limits shown on Drawing 458-B on file in the office of the City Engineer of San Diego.

Briquettes one (1) square inch in cross-section, composed of one (1) part of Portland cement and three (3) parts of concrete sand, shall develop a minimum tensile strength equal to seventy (70) per cent of the strength developed by like briquettes composed of the same cement and standard testing sand, and having the same proportions, age and consistency.

(b) BROKEN STONE. Broken stone shall be rock, free from loam, clay and organic matter and shall have a specific gravity of not less than two and sixty-five hundredths (2.65). It shall be broken in such a manner that it shall contain not more than five (5) per cent, by weight, of pieces having rounded surfaces and in size shall range uniformly between the limits fixed in the specifications for the particular kind of construction.

The maximum length of broken stone passing a screen or ring shall be not greater than fifty (50) per cent in excess of the dimension specified.

Abrasion Test. Broken stone shall show a coefficient of wear not less than ten (10) after being tested in the Deval Abrasion machine in the following manner.

At least thirty (30) pounds of coarsely broken stone, free from any fragments showing rounded or water-worn surfaces, shall be available for the tests. The rock to be tested shall be broken into pieces as nearly uniform in size as possible and a test sample shall consist of not less than forty-nine (49) nor more than fifty-one (51) pieces. The total weight of broken stone to be placed in each cylinder shall be five (5) kilograms.

All test pieces shall be washed and thoroughly dried before weighing. Ten Thousand (10,000) revolutions, at the rate of between thirty (30) and thirty-three (33) to the minute, shall constitute a test. Only the percentage of the material worn off, which will pass through a 1/16 inch screen, shall be considered in determining the amount of wear.

The wear shall be expressed by a coefficient known as the coefficient of wear, which coefficient shall be obtained by the formula "C" equals four hundred (400) divided by "W", where "C" is the coefficient and "W" the weight in grams of the detritus under one-sixteenth (1/16) inch in size per kilogram of rock used.

The broken stone used in the tests shall be furnished by the Contractor, and shall be delivered by him at the testing machine when required by the Engineer.

Broken stone for the various uses specified herein shall meet the following additional requirements:

For Plain Concrete. All broken stone for plain concrete work shall pass a 2-inch screen and not more than five (5) per cent, by weight, shall pass a 1/4-inch screen. Not less than thirty-five (35) per cent nor more than fifty (50) per cent, by weight, shall pass a 3/4-inch screen.

For Reinforced Concrete. All broken stone for reinforced concrete work shall pass a 3/4-inch screen and be retained on a 1/4-inch screen.

3.- Steel for Concrete Reinforcement: Steel for concrete reinforcement shall be standard bars manufactured from billet stock for the purpose, free from excessive rust, mill scale, oil and paint and shall have an ultimate tensile strength of not less than sixty-four thousand (64,000) pounds per square inch, and an elastic limit of not less than one-half (1/2) of the ultimate tensile strength.

(a) BEND TEST REQUIREMENTS. Steel bars shall stand a cold bond of 180 degrees around a pin twice the thickness or diameter of the bar without cracking. All bars shall be bent to the dimensions and shape shown on the plans.

(b) PLACING OF STEEL. Steel reinforcement shall be accurately placed in the position shown on the plans and shall be securely held by wire or other approved device during the depositing and tamping of the concrete. Steel reinforcement shall be spliced by lapping a length equal to forty (40) diameters of the bar and securely bound with wire.

(c) All reinforcement for concrete shall be steel bars and conform to the above specifications.

4.- Structural Steel: MANUFACTURE

1. Process: (a) Structural steel, except as noted in paragraph (b), may be made by the bessemer process or the open-hearth process.

(b) Rivet steel and steel for plates or angles over 3/4 inch in thickness, which are to be punched, shall be made by the open-hearth process.

CHEMICAL PROPERTIES AND TESTS

2. CHEMICAL COMPOSITION. The steel shall conform to the following requirements as to chemical composition:

Structural Steel		Rivet Steel
Phosphorus - Bessemer	Not over 0.10 per cent	
Phosphorus - Open-hearth	Not over 0.06 per cent	not over 0.06 %
Sulphur		not over 0.045 %

3. LADLE ANALYSIS. An analysis of each melt of steel shall be made by the manufacturer 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 be reported to the purchaser or his representative, and shall conform to the requirements specified in section 2.

4. 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 2 by more than 25 per cent.

PHYSICAL PROPERTIES AND TESTS

5. TENSION TESTS. (a) The material shall conform to the following requirements as to tensile properties:

Properties Considered	Structural Steel	Rivet Steel
Tensile strength, lbs. per sq. inch	55,000-65,000	46,000-56,000
Yield point, min., lbs. per sq. inch	0.5 tens. str.	0.5 tens. str.
Elongation in 8 inches, min., per cent	1,400,000 tens. str.	1,400,000 Tens. str.
Elongation in 2 inches, min., per cent	22	- - - - -

a See Sec. 6.

(b) The yield point shall be determined by the drop of the beam of the testing machine.

6. MODIFICATION IN ELONGATION. (a) For structural steel over 3/4 inch in thickness the deduction of 1 from the percentages of elongation in 8 inches specified in section 5 (a) shall be made for each increase of 1/8 inch above 3/4 inch to a minimum of 18 per cent.

(b) For structural steel under 5/16 inch in thickness, a deduction of 2.5 from the percentage of elongation in 8 inches specified in section 5 (a) shall be made for each

decrease of 1/16 inch in thickness below 5/16 inch.

7. BEND TESTS. (a) The test specimen for plates, shapes and bars, except as specified in paragraphs (b) and (c), shall bend cold through 180 degrees without cracking on the outside of the bent portion, as follows: for material 3/4 inch or under in thickness flat on itself; for material over 3/4 inch to and including 1-1/4 inch in thickness, around a pin the diameter of which is equal to the thickness of the specimen; and for material over 1-1/4 inch in thickness, around a pin the diameter of which is equal to twice the thickness of the specimen.

(b) The test specimen for pins, rollers and other bars, when prepared as specified in section 8 (e), shall bend cold through 180 degrees around a 1-inch pin without cracking on the outside of the bent portion.

(c) The test specimen for rivet steel shall bend cold through 180 degrees flat on itself without cracking on the outside of the bent portion.

8. TEST SPECIMENS. (a) Tension test and bend test specimens shall be taken from rolled steel in the condition in which it comes from the rolls, except as specified in paragraph (b).

(b) Tension test and bend test specimens for pins and rollers shall be taken from the finished bars, after annealing when annealing is specified.

(c) Tension test and bend test specimens for plates, shapes and bars, except as specified in paragraph (d), (e), and (f), shall be of the full thickness of the material as rolled, 18 inches in length, about 2 inches in width, and shall be machined to a width of 1-1/2 inches for a central length of not less than 9 inches or for the full length of the specimen.

(d) Tension test and bend test specimens for plates over 1-1/2 inches in thickness may be machined to a thickness or diameter of at least 3/4 inch for a length of at least 9 inches.

(d) Tension test specimens for pins, rollers and bars over 1-1/2 inch in thickness or diameter shall be about 5-1/4 inch in length and shall be machined to a diameter of 1/2 inch for a central length of 2-1/4 inches. The fillets connecting the body with the ends shall have a radius of not less than 1/8 inch. The ends shall be of a form to fit the holders of the testing machine in such a way that the load will be axial. Bend test specimens may be 1 by 1/2 inch in section. The axis of the specimens shall be located at any point midway between the center and surface and shall be parallel to the axis of the bar.

(f) Tension test and bend test specimens for rivet steel shall be of the full-size section of bars as rolled.

9. NUMBER OF TESTS. (a) One tension test and one bend test shall be made from each melt; except, that if material from one melt differs 3/8 inch or more in thickness, one tension test and one bend test shall be made from both the thickness 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 5 (a) and any part of the fracture is more than 3/4 inch from the center of the gage length of a 2-inch specimen or is outside the middle third of the gage length of an 8-inch specimen, as indicated by scribe scratches marked on the specimen before testing, a re-test shall be allowed.

PERMISSIBLE VARIATIONS IN WEIGHT AND THICKNESS

10. PERMISSIBLE VARIATIONS. The cross-section or weight of each piece of steel shall vary not more than 2.5 per cent from that specified, except in the case of sheared plates; which shall be covered by the following permissible variations to apply to single plates. One cubic inch of rolled steel is assumed to weigh 0.2833 pound.

(a) WHEN ORDERED TO WEIGHT.

Plates 12.5 pounds per square foot, and over:

Under 100 inches in width, 2.5 per cent above or below the specified weight.

100 inches in width, and over, 5 per cent above or below the specified weight.

Plates under 12.5 pounds per square foot:

Under 75 inches in widths, 2.5 per cent above or below the specified weight.

75 inches and up to 100 inches in width, 5 per cent above or 3 per cent below the specified weight.

100 inches in width and over, 10 per cent above or 3 per cent below the specified weight.

(b) WHEN ORDERED TO THICKNESS. The thickness of each plate shall vary not more than 0.01 inch under that ordered.

The permissible overweights of plates ordered to thickness shall be as follows:

Ordered Thickness Inches		Permissible Excess in Average Weights Per Square Foot of Plates for Widths Given Express in Percentages of Nominal Weights.						
		48 in.	60 in.	72 in.	84 in.	96 in.	108 in.	
		Under	to	to	to	to	to	
		48 in.	60 in.	72 in.	84 in.	96 in.	108 in.	120 in.
		excl.	excl.	excl.	excl.	excl.	excl.	excl.
Under 1/8	2 9	10	10	12	14			
1/8 to 3/16 excl.	8	9	10	12				
3/16 to 1/4 excl.	7	8	9	10	12			
1/4 to 5/16 excl.	6	7	8	9	10	12	14	
5/16 to 3/8 excl.	5	6	7	8	9	10	12	
3/8 to 7/16 excl.	4.5	5	6	7	8	9	10	
7/16 to 1/2 excl.	4	4.5	5	6	7	8	9	
1/2 to 5/8 excl.	3.5	4	4.5	5	6	7	8	
5/8 to 3/4 excl.	3	3.5	4	4.5	5	6	7	
3/4 to 1 excl.	2.5	3	3.5	4	4.5	5	6	
1 or over	2.5	2.5	3	3.5	4	4.5	5	

FINISH

11. FINISH. The finished material shall be free from injurious defects and shall have a workmanlike finish.

MARKING

12. MARKING. The name or brand of the manufacturer and the melt number shall be legibly stamped or rolled on all finished material, except that rivet and lattice bars and other small sections shall, when loaded for shipment, be properly separated and marked for identification. The identification marks shall be legibly stamped on the end of each pin and roller. The melt number shall be legibly marked, by stamping, if practicable, on each test specimen.

REJECTION

13. REJECTION. A variation from the limitations specified in section 10 (a) and (b) will be sufficient cause for rejection.

5.- Cast Iron. All iron castings shall be made from iron of good quality, remelted in the cupola or air furnace without admixture of cinder iron or other inferior metal. Iron castings shall be tough and of even grain, free from scales, cracks, holes, swells, lumps, and cold shuts, and must conform to the dimensions shown on the plans.

The quality shall be of such that a blow from a hammer will produce an indentation on a rectangular edge of the casting without flaking the metal.

Before leaving the foundry all castings shall be thoroughly cleaned and subjected to a hammer inspection, after which they shall be dipped twice in coal tar pitch varnish previously heated to a temperature between two hundred ninety (290) degrees and three hundred ten (310) degrees Fahrenheit. The varnish shall be made from coal tar, with sufficient oil added to make a smooth, firm, tenacious coating without any tendency to scale off. The oil used in the preparation of this varnish shall be a heavy oil obtained in the distillation of coal tar.

Article IV

Reinforced Concrete Pipe.

1.- All pipes shall have male and female ends, tapered and shaped in such a manner that when laid, the thickness of the shell of the pipe through the joint is uniform and equal to its thickness between joints.

2.- Quality: All concrete pipe shall be of first quality, dense, tough and free from cracks or other imperfections which would be cause for rejection. All pipe must give a metallic ring when struck with a hammer and its interior surface must be smooth.

3.- Pipe when broken, shall appear homogeneous and generally uniform and shall show pieces of fractured rock firmly imbedded in the mortar.

4.- All pipe shall be made conforming to specifications for "Cement Concrete," hereinafter given.

5.- Forms: Forms shall consist of cast iron top and bottom rings and steel plates rolled to true circles to form the inner and outer forms. These forms shall be rigid and held concentric so they cannot be displaced while the concrete is being placed in them. Joints between plates shall be tight to prevent leakage and the plates shall be locked together in such a manner that the joints will be smooth without offset.

6.- Reinforcement: The circular reinforcement shall overlap where joined, not less than 30 times its diameter, and shall not be less than 3/4 inches from the inner or outer surface of the pipe at any point. It shall be held rigidly in position so that it will be uniform in all sections. The circular or transverse reinforcement shall consist of one layer placed elliptically in the shell of the pipe. The pipe shall be plainly marked with a water-proof material to indicate the minor axis of the reinforcement. The cross-sectional area of the elliptical reinforcement shall be .45% of the shell area of the pipe in longitudinal section.

7.- Reinforcing Steel shall conform to specifications hereinbefore given.

8.- The reinforcement may consist of either round or square steel bars rolled to the proper circle and held correctly spaced by longitudinal space bars, or it may be steel wire mesh of equal cross-sectional area.

9.- Permissible Variations: Variation shall be permitted from specified shell thickness by a minimum of 1/4" and maximum of 6%, and from specified diameter by minimum of 1/2" and maximum of 1.5%.

10.- Curing: Forms shall not be removed from the pipe within twelve hours after it is cast. After the removal of the forms, the pipe shall be kept covered with burlap for three days and kept moist by frequent sprinkling until the pipe is 7 days old. All pipe shall be marked with the date of manufacture and shall not be laid in the trench until 14 days old.

11.- Excavations: The alignment and grade shall be as shown on the plans and profiles. The subgrade shall be the exterior bottom of the conduit.

Material taken from the trench shall be deposited neatly along the sides in a manner not to obstruct the street more than is necessary and a clear space of two feet shall be left on the side on which the Engineer's stakes are placed. Free access to fire hydrants and water gates must be maintained at all times.

In case any soft or spongy earth is encountered extending two feet or less below the subgrade, same shall be removed by the Contractor and replaced with sound material which shall be tamped until solid.

In case any blasting is done, the blasts shall be covered and all necessary precautions taken for the protection of the work, persons and property.

The Contractor will be required to protect existing water mains, sewers and culverts that are encountered in the excavation of the trench and will be held responsible during the progress of the work for any damage to such structures.

12.- Laying: The bottom of the trench shall be prepared to an even grade and when completed shall be firm and unyielding. Sections of pipe shall be laid on a true grade with the spigot and toward the outlet, and with the minor axis of the elliptical reinforcement in a vertical position. Sections shall be tightly fitted together and the joints cleaned and wet before completely filling with mortar made with 1 volume of cement and 2 volumes of sand. All joints shall be watertight.

13.- Measurements: All distances and elevations shown on the plans, profiles and other drawings are in feet, elevations being given above (plus) or below (minus) the datum plane of the U. S. Coast and Geodetic Survey.

14.- Backfilling: After a section of the conduit has been constructed and in the opinion of the Engineer the concrete has sufficiently set, it shall be firmly bedded by backfilling, well tamped up to the level of the adjacent existing ground.

ARTICLE V

Cement Concrete

1.- Materials: (a) Cement, sand and broken stone shall conform to specifications for same as hereinbefore given.

(b) Water for mixing concrete shall be clean and free from oil, acid, alkali and vegetable matter.

(c) Measuring Materials: All proportions of materials shall be obtained by measurement. Sand and broken stone shall be measured in wheelbarrows which have a capacity necessary to accurately maintain the proportions specified below. A sack of cement in the original package weighing not less than ninety-four (94) pounds shall be considered to have a volume of one (1) cubic foot.

2.- Proportions: (a) All concrete in this structure shall be composed of one (1) part of cement, two (2) parts of sand, and four (4) parts of broken stone.

(b) If there is a deficiency of mortar in the concrete, it shall be remedied by reducing the amount of broken stone or gravel and not by increasing the amount of sand.

3.- Mixing: Mixing shall be done in batch mixers of a type approved by the Engineer, and mixing shall continue after all the materials, including water, are in the drum, and before any portion is discharged, for at least one (1) minute at a minimum speed of twelve (12) revolutions per minute. It shall be understood that not more than forty (40) batches shall be mixed in one mixer during the period of one hour. The capacity of the drum shall be such that only whole bags of cement are used in each batch and the volume of the mixed material in each batch shall not exceed the mixer manufacturer's rated capacity of the drum. The drum shall be completely emptied before receiving the materials for successive batches. Only sufficient water shall be used in the concrete to obtain a workable mix and the water used shall not exceed six and one-quarter (6-1/4) gallons to each sack of cement when the aggregates are dry. The mixer shall be provided with a measuring device by which the amount of water used in each batch of concrete can be accurately measured and which will positively prevent the use of more water than that determined as the proper amount. The Engineer, or his inspector, will make tests of the material on the ground to determine the quantity of water to be used, and all concrete shall be mixed in the presence of the inspector.

4.- Remixing: No concrete shall be used that shows evidence of having set, or that has become unfit for good work from standing too long, or from any other cause, and no retempering or remixing of concrete will be allowed.

5.- Forms: All forms shall be smooth, tight, true to the required lines and elevations, and securely braced and tied to prevent their movement or deflection during the placing and ramming of the concrete. Forms shall be thoroughly cleaned of all mortar, dirt and shavings, and shall be thoroughly wet immediately prior to the placing of the concrete. The time for the removal of forms shall be determined by the Engineer. During the setting of the concrete and before the removal of the forms, no extraneous loads shall be placed upon the concrete. In removing forms, care must be taken neither to deface the structure nor to disturb the remaining supports.

6.- Placing Concrete: After being mixed, concrete shall be handled rapidly, in as small batches as practicable, from the place of mixing to the place of final deposit, and shall be deposited and manipulated in a manner that will insure the most thorough compacting and prevent voids or pockets. Care shall be taken to insure the complete coating of all parts of the reinforcement with mortar. The concrete shall be spaded in a manner that its finer parts will be in contact with the faces of the forms, thereby leaving the surface of the structure smooth and free from pockets. No concrete shall be deposited from a height, but must be lowered into position. When joining new concrete with concrete already set, the surface of the old concrete shall be cleaned, roughened, thoroughly wet and then covered with thin, neat cement mortar. The surface of concrete which is allowed to set shall be left rough so as to insure a good bond. All concrete shall be kept thoroughly wet for a period of seven (7) days after being placed. In all places where water is encountered in placing concrete foundations or other parts of any structure, the contractor must provide suitable means to keep the work free from water for a period of twelve (12) hours after the concrete has been placed.

ARTICLE VI. GENERAL CONDITIONS.

1. The Contractor must abide by and comply with the true intent and meaning of these specifications, which shall be construed to include all measures, materials, and modes of work necessary to complete the work herein specified in a thorough and workmanlike manner.

2. If, from any cause, any portion or portions of the work be done in violation of these specifications or without the approval of the Engineer, the Contractor shall, at his own expense, remove and rebuild such portion or portions properly; and upon his refusal so to do the Engineer may cause such removals to be made and the work done properly, and shall deduct the cost of same from the amount due the Contractor.

3. All work must be done under the supervision and to the satisfaction of the Engineer, and all questions and disputes with regard to the intent and interpretation of these specifications and estimates and measurements of material and work shall be referred to him, and his decision thereon shall be final.

4. Should any question arise as to the conduct of the work or the intent or interpretation of these specifications, or should further explanations or details be required, the Contractor must apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

5. All corrections of errors or omissions in these specifications or plans may be made by the Engineer, when such correction is necessary for the proper fulfillment of their intention as construed by him.

6. The misplacement, addition or omission of any word, letter, figure or punctuation mark, shall in no way change the true spirit, intent or meaning of these specifications.

7. Any part of the work which is not mentioned in these specifications, but is shown on the drawings, or any part not shown on the drawings or described in the specifications, but which is reasonably implied by either, or is necessary or usual in the construction of work of this class, shall be furnished and installed by the Contractor as if fully described in the specifications and shown on the drawings.

8. If any portion of the construction provided by these plans and specifications, or any apparatus used by the contractor in the prosecution of the work, is covered by letters of patent, the royalties due to or become due for the use thereof, shall be paid by the Contractor and must be included in his proposal.

9. The Contractor will be required to properly barricade the work so as to afford protection to the public. The Contractor shall be required to hold the City of San Diego and the Harbor Commission, either in an official or personal capacity, harmless from liability caused by injury to persons or property.

10. The Contractor shall protect his work and material and adjoining existing structures from injury from any cause and until the completion and acceptance of the work. Should any injury occur prior to the final estimate, the Contractor shall claim no compensation therefor, nor for the work done in substitution thereof, but shall repair such injury. The Contractor shall at no time have the right to remove any portion of the work in place, nor any material on the ground, without the order and consent of the Engineer.

11. The Engineer may, in his discretion, from time to time direct the order in which and the points at which the work shall be prosecuted, and may exercise such general control over the conduct of the work at any time or place as shall be required, in his opinion, to safeguard the interests of the City of San Diego. The Contractor shall immediately comply with and follow any and all orders and instructions given by the Engineer, but nothing herein contained shall be taken to relieve the Contractor of any of his obligations or liabilities under this contract.

12. Contractors and workmen engaged in this work, or other work which the City may order, shall have access to the work at such times and places as the Engineer may direct; and the Contractor when so directed shall coordinate his operations with such work of the City or of other Contractors so that the entire structure may be completed at the ear-

liest possible date.

13. The Contractor will be permitted the use of the necessary area for storing material at appropriate location agreed upon.

14. When required by the Engineer, the Contractor shall remove all temporary structures and all debris and surplus materials which may have accumulated during the prosecution of the work, and on the completion shall leave the premises in a clean and neat condition. The work will not be accepted until the cleaning up is done to the entire satisfaction of the Engineer.

15. The Engineer may, at his discretion, order the removal of any superintendent, foreman or workman, who refuses by word or action to comply with the Engineer's instructions regarding the prosecution of the work.

CONTRACT

CONSTRUCTING THE NUTMEG STREET STORM DRAIN.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 22d day of October, 1928, 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

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:

Constructing the Nutmeg Street Storm Drain, to the lines and to the grades shown on the plans; and to perform said work in the manner and in the amount, 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 21st day of September, 1928, marked "Document No. 231228", and endorsed: "Plans and Specifications - and Form of Contract & Bonds for Nutmeg Street Storm Drain;" said plans consisting of one sheet numbered one and said specifications consisting of sixteen pages.

That true copies of the advertisement for bids, instructions to bidders, proposals of contractor, and plans and specifications are hereto annexed, marked "Exhibit A," and 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 price:

Construct the Nutmeg Street Storm Drain, and to perform all work incidental thereto as set forth in the specifications. For the sum of Three and 30/100 Dollars (\$3.30) per linear foot, said work to be completed within the time set forth in said specifications.

It is further understood and agreed as follows:

1. Whenever the words "City," "Engineer," or "Contractor" are used in this Agreement, they shall be mutually understood to refer, respectively, to The City of San Diego, the Engineer in charge of the work, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.

2. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the Contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the specifications, or should further explanation or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

3. The Contractor shall commence work within thirty (30) calendar days after the signing of this Contract by the City of San Diego and shall complete said work within sixty (60) calendar days after the signing of the Contract by the City of San Diego.

4. It is further stipulated and agreed that time is the essence of this Contract, and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of Twenty Five Dollars (\$25.00) per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by The City of San Diego, and that said Contractor will pay to the said City, as liquidated damages, the sum of Twenty Five Dollars (\$25.00) for each and every day's delay in the completion of the work beyond the time allowed herein; and said Contractor agrees to pay said liquidated damages as herein provided, and agrees that in case the same are not paid, said City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this Contract.

5. Said Contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council, shall have the absolute right, without notice and at its election, to at once terminate and cancel this Contract for any delay in prosecuting the work as agreed, or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this Contract shall not be any excuse or defense whatsoever, to the right of The City of San Diego to terminate the Contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract or after advertisement, as The City of San Diego, acting by a majority of the members of its Common Council, may determine, and this right is hereby given to said City of San Diego.

6. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which he has no control, he shall have no claim for damages therefor, but he may be given such extension of the time specified herein for the prosecution and completion of the work as the City of San Diego acting through the Engineer in charge decides is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.

7. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by The City of San Diego, nor to injure their work, and shall promptly make good at his own expense any injury to such work, workmen or contractors by his act or omission. Any differences or conflicts which may arise between the Contractor and other contractors or the workmen of the City in regard to their respective work shall be adjusted and determined by the Engineer.

8. The Contractor shall constantly give his personal attention to the faithful prosecution of the work; he shall keep the same under his personal control; and no interest in this Contract shall be transferred by the Contractor to any other parties, and 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 not sublet or subcontract the whole or any part of the work without the consent or authorization of the Common Council of The City of San Diego evidenced by resolution passed by said Common Council. With his request to said Common Council for permission to sublet or subcontract the whole or any part of the herein required work, he shall file a copy of the contract which he proposes to enter into for subletting or subcontracting the whole or any part of said work, and he shall state the name and place of business of such subcontractor as he intends to employ, together with such other information as will enable said Common Council to determine the responsibility and standing of said subcontractor.

No subcontract will be considered unless the original Contract between the Contractor and The City of San Diego is made a part thereof, nor unless it appears to said Common Council that the proposed subcontractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete such work in accordance with these specifications to the satisfaction of said Common Council.

No subcontract shall relieve the Contractor of any of his liabilities or obligations under this Contract. He shall not, either, legally or equitably, assign any of the moneys payable under this Contract, or his claim thereto, unless with the like consent of said Common Council.

9. The Contractor shall maintain an office equipped with telephone instruments connected with local and long distance telephone, in the City of San Diego, during the continuance of his Contract, and shall have in said office at all times between 8:30 A.M. and 5:00 P.M. (Sundays and legal holidays excepted), a representative authorized to receive drawings, notices, letters or other communications, and such drawings, notices, letters or other communications given to or received by such representative shall be deemed to have been given to and received by the Contractor.

10. The delivering at or mailing to the Contractor's office in the City of San Diego (written notice of which address shall be given to the Common Council of The City of San Diego within ten (10) days of the date of the Contract), or the delivering to the Contractor in person or to his authorized representative in said City of San Diego of any drawing, notice, letter or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

11. Said Contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for material or supplies furnished for the performance of said work, and to hold said City harmless for 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 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. In the event that there shall be a disagreement between the Contractor and said Common Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of such Common Council on that behalf and shall provide sufficient insurance to meet such determination of said Common Council.

12. Should the Common Council of The City of San Diego, in connection with the work herein specified, require any work to be done or material to be furnished which is not now contemplated or provided for in this Contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, it may call upon and order the Contractor to perform such additional work, or to reduce the amount of the work, and the same shall not in any way affect the validity or make void this Contract. The amount of such added or omitted work or materials shall be agreed upon in writing and shall be paid for at the agreed price or at actual necessary cost, as determined by the Engineer, and approved by the Common Council, plus fifteen per cent, (15%) profit. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for office expense, general superintendence or other general expenses. The amount of such added or omitted work or material shall be added to or deducted from the amount of the Contract as the case may be, and this Contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extent thereof; provided, however, that should any such alterations or deviations in, additions to or omissions from said Contract, drawings and specifications be made, then the Contractor shall be entitled to such an extension of time for the completion of this Contract as may be necessary, in the opinion of the Engineer, to complete the work required by such alterations or deviations in, or omissions from, said Contract, drawings or specifications. Such work shall be classed as "added" or "reduced" work, and must be authorized by the Engineer and approved by the Common Council in the form of a "Change Order," and accepted by the Contractor in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

13. Partial estimates, based on contract prices, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate; and, if the estimate is approved, eighty-five (85) per cent thereof shall be paid to the Contractor, and fifteen (15) per cent shall be retained by the City until thirty-five (35) days after the whole work contracted for shall have been completed and accepted. Within thirty-five (35) days after the completion of the whole work, the Engineer shall make a final estimate of the entire work done, and upon its approval the City shall pay and the Contractor shall receive the amount thereof as full compensation for the work performed under this contract. But no estimate shall be paid before being certified by the Engineer and approved by the Common Council of the City of San Diego.

14. Final Inspection, Estimate, Acceptance and Payment: Whenever, in the opinion of the Engineer, the Contractor shall have completed the entire 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, replacements, or renewals, he will certify to the City in writing as to such completion, and will further certify as to the entire amount of work performed, including extra work, and as to the value thereof. The City, upon receipt of said certificate, will in turn certify the aforesaid certificate or estimate through proper channels for payment, and will notify the Contractor and his surety of the acceptance of the work.

At the expiration of thirty-five (35) days from the date of acceptance of the work by the Common Council of said City, and when a release of all claims against the City, under or by virtue of the Contract, has been executed by the Contractor and filed with the Engineer, final payment, including the sum of money withheld as above specified, will be made of any balance due the Contractor, less the aggregate amount of liens, if any, on file under or pursuant to this Contract.

15. Said Contractor further agrees and covenants that neither said Contractor nor any subcontractor doing work or performing labor pursuant to the terms of this Contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this Contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) 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 an 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.

16. 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.

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

IN WITNESS WHEREOF, this Contract is executed by The City 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.

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT,
Members of the Common Council.

BUTTERFIELD CONSTRUCTION CO.
By L. B. BUTTERFIELD,
President,
Contractor.

ATTEST: (Seal)
A. E. THURSTON, Sect.

I hereby approve the form of the foregoing Contract, this 22nd day of October, 1928.

City Attorney.

By ARTHUR L. MUNDO,
Deputy City Attorney.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that BUTTERFIELD CONSTRUCTION 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, 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 TWENTY TWO HUNDRED Dollars (\$2200.00), 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 17th day of October, 1928.

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 BUTTERFIELD CONSTRUCTION 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 constructing Nutmeg Street Storm Drain complete, to the lines and to the grades shown on the plans, and to perform such work in the manner and in the amount; All 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 BUTTERFIELD CONSTRUCTION COMPANY, 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 fore-close 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.

BUTTERFIELD CONSTRUCTION CO.
By L. B. BUTTERFIELD
President, Principal.

ATTEST: (Seal)
A. E. THURSTON, Sect.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 17th day of October, 1928, 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, 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 GEO. D. EASTON 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)

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

MARYLAND CASUALTY COMPANY, Surety.
By GEO. D. EASTON
(Geo.D.Easton) Its Attorney-in-Fact.

ATTEST: (Seal)

C. T. DUFFEY, San Diego Calif.

I hereby approve the form of the within bond, this 22nd day of October, 1928.

City Attorney.

By ARTHUR L. MUNDO, 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 October, 1928.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT

Members of the Common Council.

ATTEST: (Seal)

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That BUTTERFIELD CONSTRUCTION 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 ELEVEN 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 binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of October, 1928.

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 constructing the Nutmeg Street Storm Drain complete, to the lines and to the grades shown on the plans, and to perform such work in the manner and in the amount all 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.

BUTTERFIELD CONSTRUCTION CO.

By L. B. BUTTERFIELD,

President

Secretary

Principal.

MARYLAND CASUALTY COMPANY,

Surety.

ATTEST: (Seal)

A. E. THURSTON, Sect.

ATTEST: (Seal)

C. T. DUFFEY, San Diego, Calif.

By GEO. D. EASTON

(Geo.D.Easton) Its Attorney-in-Fact.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 17th day of October, 1928, 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, 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 GEO. D. EASTON 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)

CLARENCE A. MOORE

Notary Public, in and for said

County and State.

I hereby approve the form of the within Bond, this 22nd day of October, 1928.

By ARTHUR L. MUNDO.

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 October, 1928.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT

Members of the Common Council.

ATTEST: (Seal)

By ALLEN H. WRIGHT, City Clerk.

FRED W. SICK, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Specifications for Nutmeg Street Storm Drain, Contract with Butterfield Construction Company and the City of San Diego, California, being Document No. 232479.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, By *August M. Hadfield* Deputy.

CONTRACT

Premium charged for this bond is \$5.00 for the term thereof.

KNOW ALL MEN BY THESE PRESENTS, That U. S. CAST IRON PIPE & FOUNDRY COMPANY, 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 SEVEN HUNDRED NINETY-FIVE Dollars, (\$795.00), 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, 1928.

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 f.o.b. cars on dock, San Diego, Calif:

5000' - 6" Class "B", Sand Cast 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.

U. S. CAST IRON PIPE & FOUNDRY COMPANY, Principal.

By R. W. MARTENDALE,

Pac. Coast Mgr.

(Seal)

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, Surety.

By D. ELMER DYER

(D.Elmer Dyer) Attorney-in-Fact.

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

On this 24th day of October, in the year One Thousand Nine Hundred and Twenty-Eight, before me JOHN McCALLAN, a Notary Public in and for the County of SAN FRANCISCO, State of California, residing therein, duly commissioned and sworn, personally appeared D. ELMER DYER, 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 County of SAN FRANCISCO, the day and year in this certificate first above written.

(Seal)

JOHN McCALLAN

Notary Public in and for the County of San Francisco,

My Commission Expires April 12th, 1929. California.

I hereby approve the form of the within Bond, this 29th day of October, 1928.

By ARTHUR L. MUNDO, 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 October, 1928.

ATTEST: (Seal)

By ALLEN H. WRIGHT,
City Clerk.

FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

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 24th day of October, 1928, 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, 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:

5000' - 6" Class "B", Sand Cast Pipe,

f.o.b. cars on dock, San Diego, California, in accordance with the 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:

5000' - 6" Class "B", sand cast pipe, at \$0.635 per foot.

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:

For 5000' - 6" Class "B" sand cast pipe, the sum of \$0.635 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 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 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.

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.

UNITED STATES CAST IRON PIPE & FOUNDRY
COMPANY, Contractor.
By R. W. MARTENDALE
Pac. Coast Mgr.

I hereby approve the form of the foregoing contract, this 29 day of October, 1928.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Cast Iron Pipe & Foundry Co., and the City of San Diego, California, being Document No. 232939.

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

CONTRACT

THIS AGREEMENT, made in triplicate, this Second day of July, 1928, by and between the County of San Diego, State of California, by the Board of Supervisors of said County, party of the first part, hereinafter called the First Party, and Tax Factors, Incorporated, party of the second part, hereinafter called the Second Party:

WITNESSETH

That for and in consideration of the promises and agreements hereinafter mentioned to be made and performed by the County, the second party agrees to make a complete classification, inventory and appraisal of all the public and privately owned real estate and lands in the County of San Diego (exclusive of unpatented lands), together with improvements thereon, and a complete appraisal of each parcel thereof at its full cash value as that term is used in Section 3617 of the Political Code of the State of California, and to furnish and deliver to first party block books, maps and necessary records and equipments therefor as approved by first party or its agent at the agreed price of (\$315,000.00) Three hundred and fifteen thousand & No/100 Dollars to be paid as hereinafter provided:

The party of the second part shall furnish and file with the County of San Diego a complete set of block books, properly bound in standard loose leaf binders of standard size, approximately 20 x 30 inches, containing maps of the entire County exclusive of unpatented lands drawn on standard tracing cloth to the following scale; inside the corporate limits of San Diego, Coronado, Chula Vista, National City, El Cajon, La Mesa, Escondido, Oceanside, and what is known as the West Fallbrook, Carlsbad, Encinitas, Del Mar, Ramona, San Ysidro, Vista, Alpine, Descanso, Julian, Lakeside, Talmadge Park, Kensington Park, and Jacumba districts to be not smaller than one hundred (100) feet or larger than fifty (50) feet to the inch. All other portions of the County West of Range 4 East to be not larger than 200 feet to the inch nor less than 400 feet to the inch. For all property East of Range 4 East, not less than one thousand (1000) feet nor larger than four hundred (400) feet to the inch as determined by first party or its agent, delivering to first party one copy of such report for each of the legal subdivisions in said County. These block books shall be platted from distances and courses as shown in recorded deeds and are to show all roads and water courses. All ownerships up to March 1st, 1929, shall be shown on these block books with their holdings accurately platted as shown by official records. All block books shall be printed upon best quality rag stock paper and shall be properly indexed and keyed in front of each book. Each and every requirement above specified regarding either materials or work must be satisfactory to, and approved by First Party or its agent.

Second party shall make and deliver aerial maps of approximately three thousand (3000) square miles, plus or minus five (5) percent as may be designated by first party or its agent, in compliance with the following specifications:

A. SPECIFICATIONS:

All aerial negatives used in the production of this survey shall be not less than 7" X 9" in size, exposed by a lens of focal length not less than 8", of a type having distortion not greater than .0005 times focal length at 25 degrees off axis. Each negative shall cover an area of not less than 2.0 square miles at sea level.

The camera shall be of a type in which the film is motionless during exposure, with the film held flat and perpendicular to the lens axis.

The exposure shall be made through a suitable filter and at such a shutter speed and airplane speed, that motion of the camera not exceeding three feet shall take place during exposure.

Negatives shall be exposed at an altitude to give a scale of not smaller than 1500' to 1" at mean ground level.

Each negative shall overlap the next in strip by not less than 60%.

The camera shall be so held that the average negative shall be exposed with a lens axis within one degree of true vertical.

2. Contact prints shall be on matte surface paper, suitable for the retention of pencil and ink lines, and printed sufficiently light in color for this purpose. At the option of the County, contact prints on semi-matte or glossy paper may be substituted herein, by notifying second party in writing prior to commencement of printing.

Each contact print shall bear on the back the index and film number.

3. The Index map shall be made up of a complete set of contact prints.

The Contact Prints shall be compiled into a careful assembly, and each print shall bear in large, legible type an index number. This assembly of prints shall be copied and reproduced in the form of an Index Map print, on which the pictures of the individual contact print shall be not less than 1" in the longest dimension.

Said Index Map negative shall be blocked so that the border surrounding the Index Map shall be clear white.

4. All enlarged prints shall be carefully rectified and transformed by projection, and made to a scale of 400' to 1" West of Meridian R 3 E and 1000' to 1" East of Meridian R 3 E at the mean elevation of the ground contained therein, such scale to be controlled by the best existing data as supplied by the county.

The camera for said rectifying and transforming shall have a lens with a maximum distortion of .0005 times the focal length at 25 degrees off axis, and shall be not less than 10" in focal length.

A carefully prepared rectification schedule shall be maintained by the Contractor, showing the exact ratio of each rectification, and the degree and axis of tilt of each transformation.

Every negative shall be so projected as to effect said transformation, if the camera axis is found to have been more than one degree from true vertical at exposure, or if the mean slope of the ground is greater than 1%. All such projected prints shall be made on paper carefully controlled as to stretch, and shall be as uniform in color as possible.

MATERIAL TO BE DELIVERED UNDER ABOVE SPECIFICATIONS
AND TIME OF DELIVERY.

B. One complete set of contact prints, made in accordance with the above specifications, on single weight matte paper, stamped on the back, carrying the date exposure of the original negative and the index number thereof. This material shall be delivered within 10 days after the flying of each area is completed. A second complete set of contact prints of the above either semi-matte or glossy, shall be delivered within 10 days after completion of flying.

The County to be furnished 2 stereoscopes - one office and one folding field. The above mentioned property all to be the property of the County of San Diego.

One set of enlargements, made in accordance with the above specifications, completely covering the area specified, mounted on cloth and hinged for binding in post binders; and one set of enlargements, unmounted. Two sets of index maps in accordance with the above specification.

C. FLYING OPERATIONS

Flying operations shall be commenced not later than the second suitable flying day following the tenth day after the submitting of this order by the County, and shall be carried to consummation as rapidly as possible thereafter.

All legal subdivision lines shall be delineated on the aerial maps.

D. CONTROL:

Control shall be furnished the Second Party by the County, who shall supply all available recorded dimensions of all parcels in all areas, and center lines distances or other suitable control in metropolitan areas, together with such existing maps as are conveniently available.

E. GUARANTEES BY SECOND PARTY:

The Second Party guarantees to protect the County, with regard to the performance of the terms of this contract as follows:

The Second Party waives any claim against the County for damages arising out of the performance by the Second Party of this order and hereby expressly agrees that it will protect, save and keep harmless the County from any claims for damages or injuries to property or persons that may be sustained by anyone on account of the performance of the terms of this order by the Contractor, its agents, employees, or sub-contractors.

This part of the work shall be done by an individual or firm having an experience record of not less than five years in the above work and must file a complete list of all such employment with reference to public officials, property owners and citizens.

Second Party shall make and furnish to first party a complete land, groundcover, report together with a generalized climatic and water report of the agricultural lands of the County not to exceed the area lying West of R 4 East, to be specified by First Party or its agent, accompanied with a separate sketch on a scale of 400 feet to the inch, showing thereon in their proper location and extent such natural topography as ridges, mountains, streams, swamps, bottom lands, unlands, timbered lands, brush lands, meadows, cultivated and uncultivated lands, irrigated lands, clearing, marshes, lakes, and generalized rock outcroppings. Also the location, extent and kinds of all improvements, such as houses, barns, fencing, orchards, vineyards, irrigation ditches, roads, highways, and any and all other improvements subject to taxation. Also the kind and quality of trees and vines in each orchard and vineyard tract shall be given; whether bearing or non-bearing, and in the case of the latter the approximate age. This map shall portray information as to the general character of all lands and shall designate its general adaptability for agricultural crops, grazing or other uses.

These sketches shall be platted approximately one section to a sheet to the boundaries of the different ownerships, with the names of owners carried thereon. Each and every record and requirement above specified regarding either material or work must be satisfactory to, and approved by, the First Party or its agent.

Second Party shall make, furnish and deliver lot or land area description sheets printed on No. 1 linen ledger paper of an approximate size of 8½ x 11 inches which shall contain the description of each parcel of land in the County subdivision, block and lot or acreage school and road district, with the names of owners of March 1st, 1929, actual cash value to be separately stated as to the realty and improvements on the same. In the case of agricultural lands, the different land classifications, the number of acres, and the value per acre in each classification shall be shown, as shall the water conditions, whether or not irrigated, and the number of acres of waste land. Each and every requirement above specified regarding either material or work must be satisfactory to, and approved by, the First Party or its agent.

Second party shall make, furnish and deliver building description sheets of all buildings in the County, these sheets to be approximately 8½ x 11 inches in size and of No. 1 linen ledger paper and bound in standard loose leaf binders. The name of the owner as of March 1st, 1929, as shown by official records with correct description of the land occupied, sketch showing the floor diagram and details covering its construction with other data, such as age, depreciation, obsolescence, utility, present condition, and the present day actual value shall be shown on each parcel so described. Each and every requirement above specified in regard to either material or work must be satisfactory to, and approved by, the First Party or its agent.

Second party shall make, furnish and deliver land value maps showing the unit values applicable to all areas of the County. Also a large key map in sections showing the entire area of the County to a scale of one thousand (1000) feet to the inch. Said map shall show incorporated cities and subdivided areas, townships section and Spanish grants.

These index maps are to show clearly the area and boundary lines of each block book. 1. In the front of each block book shall be a vari-colored key map showing the streets, etc., in detail. Various colors signifying the different block book pages, page numbers and block numbers. Each block is to be given an arbitrary number, also lots are to have the usual subdivision or tract names and lot numbers indicated.

2. Lot lines of original subdivision are to be solid. Subsequent sub-divisions or re-subdivisions of lots are to be shown on the blue line prints by red lines. Original dimensions of lots are to be shown as well as dimensions of any re-subdivision.

3. Boundary line and names of all tracts to be clearly shown.

Index sheet of tracts is to be in the front of each Block Book adjacent to the kep map.

In the case of block books covering agricultural, rural and the remote mountain and desert lands, the requirements for showing streets, sub-divisions, etc., which apply to all incorporated and subdivided areas may be eliminated to suit the conditions.

Plats to be platted from distances and sources (or courses) as shown in record deeds, and are to show all roads and principle water courses.

Heavy paper of the best quality full rag stock shall be used upon which to print the Block Books. The back of each Block Book sheet or page shall be ruled with horizontal lines and vertical columns according to a form to be approved by the first party or its agent, to be provided for recording assessed or appraised land and buildings values for a period of five years, to save interleaving. Block Books are to be bound in substantial loose-leaf binders.

The second party is to supply the material for the tracing cloth, negatives, blue line prints and binders, and is to make corrections, of all transfers, ownerships and re-subdivisions up to and including the first Monday in March, 1929.

All of the tracings, negatives, prints, binders and data assembled in the productions of these Block Books are to become and remain the property of the County of San Diego, but the second party reserves the right to have as many reprints from such tracings and negatives as may be required during the course of his work and before the completion of the contract.

Summary sheets, totalled by school districts and municipalities shall be furnished. All the above mentioned maps, plats, block books, and documents to be delivered in binders or modern metal cabinets. All the above to be satisfactory to, and approved by the first party or its agent.

Second Party shall make weekly reports to the first party or its agent of the work performed and the date collected up to September 1st, 1928, and thereafter daily reports satisfactory to the first party or its agent shall be furnished. Delivery of the appraisal record, inventory and classification shall be made progressively accordingly as the areas specified by the first party or its agent, are completed.

Second party will provide for the attendance of its employees who are familiar with the work done at the sessions of the Board of Equalization in 1929, who will investigate all complaints made by tax-payers, and advise the Board in respect thereto, make corrections or justify their work.

In making an analytical classification survey of the real properties, lands and improvements of San Diego County, the party of the second part will proceed along the lines and by the established methods and practices used in other cities, towns or Counties, it being understood and agreed that this contract requires that said County be furnished a full and complete record of the data usually furnished to any County under similar contracts and agreements, and upon which uniform values may be based, and anything not enumerated and specified herein essential to the fixing of values and furnished to other counties or municipalities under similar classification contracts shall be furnished to said County by the second party upon demand of the first party. All classifications of urban real estate shall be established by the use of a uniform equalized and impartial method in arriving at a basis for the classification of individual lots. Such classification of lots will be made in accordance with their size, depth, frontage, shape and location at or near corners and alleys, or other influences which enhance or depreciate values and shall be computed by a uniform mathematical rule to the end that uniformity of the comparative unit foot value will be established between the several properties. In arriving at final comparative unit values, a thorough analysis of the effect of the various enhancing or depreciating influence will be made, such as location, street or opportunity values, accessibility, proximity of high-class improvements or districts, traffic conditions, topographical position, rapid transit facilities, public utilities, existing street improvements, etc., and any and all other features affecting comparative classification. In all such classifications, second party shall consider the street unit value of all frontage and provide a unit rule showing the comparisons of the several properties.

Second party shall instruct the First Party's agent, or any individual or individuals designated by it in the method used for the classification of real estate and improvements thereon for the purpose of a thorough understanding of how the values of the same may be arrived at, and for the further purpose of an expeditious, official revision of such values from time to time as may be necessary due to changing conditions in the ensuing taxable periods, and will provide a copy of such rules, tables, cost factor schedules, depreciation and computation tables, and all forms used in the said work, or necessary to its extension.

It is understood and agreed that the collecting, tabulating, delineating and mapping of all data as heretofore specified and agreed is for the purpose of providing a proper basis upon which a complete revaluation of the several properties may be based, and in order that the first party and the community may be provided with a proper basis of comparison of the said properties and for the use of said first party while sitting as a Board of Equalization.

In order to provide such proper basis for comparison, second party agrees to furnish first party with all cost, replacement, valuation and other factors and schedules and tables necessary for the establishing of such final values, and shall place upon each separate parcel of real property, structure or improvement, a representative unit number with which any one parcel of property or improvement may be compared with another.

The method of determining land values shall be that which is known as the "Community Appraisal Method." In establishing values of agricultural lands in any given section of the County, public meetings shall be held in the following community centers: Oceanside, Carlsbad, Fallbrook, Vista, Escondido, Ramona, Julian, Lakeside, El Cajon, La Mesa, Lemon Grove, Jamul, Potrero, Chula Vista, San Ysidro, Descanso, Alpine, and any other communities designated by the First Party or its agent at which meetings discussion shall be held as to the per acre value of the different kinds or classes of land in such community for the consideration and guidance of the second party. Immediately following the completion by the second party of the classifying and valuing of the different parcels of farm lands within the general area of each of the above named community centers a subsequent public meeting will be held in such community center at which time a complete general explanation of the work done and the information gathered by the second party shall be presented by the second party's staff member in charge of agricultural land classification. The public shall be shown sketches of parcels classified and the values established. The propriety of the reports will be a matter for discussion and objection on the part of owners, or claims of error, shall be adjudicated.

It is further agreed by and between the parties hereto that in case the physical

data of any classification or report made by second party as shown by its reports shall be disputed, and the owner of the land objects to the classification as made and shall make written demand for a re-classification to first party, and the first party so elects, first party shall notify second party, and each shall name and appoint an arbitrator, which arbitrator shall appoint a third, and the three shall constitute a Board of Arbitration which shall go over the reclassifications of the lands in dispute, and determine the error in said report, if any, and the findings of a majority of the said Board of Arbitration shall be final, providing if the Board of Arbitration finds second party's classification erroneous, the expense of such re-classification shall be borne by second party, if it finds such classification to be correct, then the expense thereof shall be borne by the owner objecting, who must agree to such provision, and must deposit sufficient money with the Board of Supervisors to pay for such re-classification and make written demand for such re-classification.

Second party shall upon the execution of this contract furnish a surety bond in the sum of fifty per cent (50%) of the contract price to be approved by the Board of Supervisors, conditioned for the faithful performance of this contract, and to secure and save free and harmless first party from any and all damages or expense whatsoever accruing from non-fulfillment by second party of the terms herein required upon its part to be performed, Said bond shall also guarantee the County against any loss arising from unpaid claims for labor, materials or supplies for any and all work done as herein stated, and shall be in accordance with the law of the State of California requiring the same.

Second party agrees to secure a policy of insurance covering any and all liability from injuries by accident sustained by any employee or workman of second party injured in connection with this contract, and shall submit to the Board of Supervisors the name of the insurance company by which said policy is written, and a written statement by such company that second party has complied with the provisions of the State Workman's Compensation Insurance and Safety Act, so as to secure the County of San Diego against any damages arising under the provisions of said law.

It is understood and agreed that preference will be given to residents of San Diego County in the employment of persons in the carrying out of this contract, and that price and quality being equal, preference will be given local merchants in the purchase of supplies necessary in carrying out the work to be performed hereunder.

The second party agrees that he has satisfied himself by his own investigation and research regarding the conditions affecting the work to be done and labor and materials needed and that his conclusion to execute this contract is based on such independent investigation and research and not upon any representation made by the County or its officers.

The work shall be under the direction and supervision of the First party or such officer, agent or employee as the Board of Supervisors may designate. He shall inspect said work from time to time and as often as he shall deem necessary, and shall have free access to any or all parts of the work at any time. The second party shall furnish the First Party or its agent reasonable facilities for obtaining such information as may be necessary to give him full information at all times respecting the progress and manner of the work and the character of the materials. The inspection of the work shall not relieve the second party of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good, and unsuitable materials may be rejected notwithstanding that such defective work and materials have been previously overlooked by the First Party's agent and accepted or estimated for payment; if the work of any part thereof shall be found unsatisfactory at any time before the final acceptance of the whole work, the second party shall forthwith make good such defect in a manner satisfactory to First Party. The First Party or its agent shall have authority to stop the work whenever the provisions of this contract are not being complied with and the second party shall instruct his employees accordingly.

The second party agrees that all work or material which may be rejected by the First Party or its agent at any time prior to final inspection and acceptance of the work, shall at once be corrected by the second party at his own expense and be replaced by satisfactory work and material.

The work shall be executed to the satisfaction of the First Party and in conformity with its written instructions as the work progresses.

It is mutually agreed that the County reserves the right, until the final completion and acceptance of the work, to make such additions to, alterations or changes in the specifications covering the work as may be deemed necessary and this contract shall not be invalidated thereby; but allowance or deduction in the manner hereafter more particularly specified shall be made for such additions or changes and not otherwise, and no claims shall be made by the second party for any loss of profit because of any such change or by reason of any variations between the amount of the approximate estimate and the amount of work to be done; such change shall in no wise invalidate the contract for the performance of the work nor the security therefor; provided, however, that no change of plan or specification which will increase the expense of said work or create a claim against the County for damages arising therefrom shall be made unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is submitted to the Board of Supervisors, together with the recommendation of the First Party's agent and the written consent of the Board of Supervisors thereto obtained.

It is mutually agreed that no alteration or change shall be made by the second party in any plan or specification, or in the plan of any work under this contract during the progress of the same except with the consent and approval of the Board of Supervisors upon the recommendation of First Party's agent; nor unless a description of such alteration or change and such approval be in writing duly signed by the parties to this contract.

It is further mutually agreed that no extra or unspecified work shall be certified for payment or paid for unless said work is done pursuant to the written order of the Board of Supervisors and payment therefor shall not be made unless approved by the First Party or its agent.

It is further agreed that nothing in this contract shall be construed as vesting in the second party any right of property or ownership in the materials used after they have been accepted by the First Party or its agent; but all such material shall, upon such acceptance become the property of the County.

All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered in the prosecution of the work, or from any action of the elements or from any action or omission not authorized by these specifications, on the part of the second party or any agent or person employed by him, shall be sustained by the second party. He shall have no claim against the County for damages on account of any delays caused by accidents or delays on the part of any transportation company.

The second party agrees to indemnify the County and save it harmless from all costs, damages, or expenses of any kind by reason of any claim or claims which may be made for injury to person or property, or which it is alleged resulted from any wrong, negligence, or want of care or skill on the part of the second party, his agents or servants, or either of them, in the execution of this contract or anything in any way connected therewith or incidental thereto.

It is further agreed that as second party uses the aerial photographic method of survey in gathering data as to dimensions, areas, and extent of ground cover and other class-

ification areas and will be in possession of the films, negatives and prints of such survey, that he, the second party will deliver to the first party prints of said survey as hereinbefore specified, and that no charge will be made for this service, and second party will hold first party harmless from any and all damages and claims arising from the use of any patented article, thing or process.

The second party further agrees that if the work to be done under this contract shall be abandoned or if at any time the agent of first party shall be of the opinion and shall so certify to the Board of Supervisors that the work or any part thereof is unnecessarily or unreasonably delayed, or if the second party is violating any of the conditions or agreements of this contract, or if he is not executing this contract in good faith or fails to show such progress in the execution of the work as will give reasonable grounds for anticipating its completion within the required time, then the County shall have the power to notify the second party to discontinue all work or any part thereof under this contract; and thereupon the said second party shall immediately cease to continue said work or such part thereof as the County may designate and the County may thereupon, by contract or otherwise, as it may determine, complete the work or such part thereof and charge the entire expense of so completing the work or part thereof to the second party; and for such completion the County, for itself or its contractors, may take possession of and use or cause to be used in the completion of the work or part thereof, any of such materials, equipment and data of every description, as may be found upon the work when such work is ordered discontinued. All expenses charged under this paragraph shall be deducted and paid by the County out of the money then due or to become due the second party under this contract, or any part thereof. In case the expenses so charged are less than the sum which would have been payable under this contract, if the same had been completed by the second party, the second party shall be entitled to receive the difference; and in case such expenses shall exceed said sum, the second party shall pay the amount of the excess to the County upon the completion of the work, without further demand being made therefor.

The second party further agrees that he will pay all bills for labor, salary, materials, equipment and supplies contracted for by him on account of the work herein contemplated, when same become due and payable, and that he will furnish to the County at its request, evidence satisfactory to the Board of Supervisors that all persons who have done work or furnished materials, equipment or supplies under this contract, (and that all claims of private corporations or individuals for damages of any kind caused in the performance of said work have been fully paid or satisfactorily secured.) and in case such evidence is not furnished, said County may retain out of any amounts due the second party, sums sufficient to cover any such unpaid claims, provided, that sworn statements of said claims shall have been filed in the office of the Board of Supervisors of said County, and said claims may be paid by the said Board of Supervisors out of the amounts so retained, it being understood and agreed that this provision of the contract shall be construed as giving protection to persons having lawful claims against the second party in addition to any remedy afforded by law against the second party of his sureties. The Board of Supervisors may also, with the written consent of the second party, use any moneys in possession of the County belonging to the said second party for the purpose of paying for labor, equipment and materials for the work.

The second party shall begin work within ten (10) days after the date of the execution of this contract, and shall thereafter prosecute the work diligently to completion. All work and data necessary for use by the first party or its agent during the fiscal year 1928-9 shall be completed on or before April 1st, 1929, and the final tabulations shall be completed and delivered by August 1st, 1929.

Time shall be the essence of this contract. It is agreed that it would be difficult and impracticable to determine the actual damages arising from the breach of this agreement, and it is therefore stipulated that if the second party fails to complete the work embraced herein within the time fixed for said completion, he shall pay to the County the sum of Two hundred Dollars (\$200.00) for each and every day during which said work shall remain uncompleted beyond such time for completion or lawful extension thereof and for liquidated damages, hereby agreed to be the damage sustained by the County and the amount of the liquidated damages may be deducted by the Board of Supervisors from moneys due the second party hereunder, at the time of completion and such second party and his sureties shall be liable for any excess.

The second party shall designate and keep some one on the work while in progress to represent him during his absence, and it is agreed that any verbal or written direction or request of the first party or its agent delivered to such person shall have the same force and effect as if delivered to the second party personally.

In case of any dispute as to the meaning of any of the terms or specifications, the matter shall be submitted to the agent of First Party who shall adjust the same, and he shall be the interpreter of any ambiguity arising therefrom, and his decision in any and all cases shall be final and conclusive upon the parties.

The party of the second part shall closely co-operate at all times during the progress of the work with an advisory committee appointed by the Board of Supervisors.

The party of the second part shall provide a competent member of its staff to attend meetings of said committee; and make such reports and explanations as shall be necessary to keep informed as to the progress and quality of the work.

The second party shall at all times employ a sufficient number of competent workmen and provide sufficient and proper materials, supplies and equipment to insure the completion of the work within the time stipulated.

Payment for the work embraced in this contract shall be made as follows: Payment will be made on or about the first day of each month of seventy-five per cent (75%) of the value of the work completed, by the second party, including the material incorporated into the work, as estimated by the first party's agent, and the final payment of twenty-five per cent (25%) shall be made thirty-five (35) days after the completion of the work and delivery of a certificate, signed by the first party's agent, that the work has been completed, and the acceptance of the work by the Board of Supervisors. Work completed as estimated by the first party's agent, shall be an estimate only and no inaccuracy or error in making said estimates shall operate to release the second party or his bondsmen from damages arising therefrom or from enforcing each and every provision of this contract, and the county shall have the right to subsequently correct any error made in any estimate for payment.

IN WITNESS WHEREOF, the said County has by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of its Board of Supervisors, and the seal of the said Board to be affixed and attested by the Clerk thereof, and the party of the second part has caused this contract to be subscribed and executed the day and year first above written.

(SEAL) Attest:

J. B. McLEES

County Clerk and ex-officio Clerk
of the Board of Supervisors.

By C. BUCKLEY, Deputy.

COUNTY OF SAN DIEGO,

By JOSEPH FOSTER

Chairman of the Board of Supervisors.

TAX FACTORS INC.

By R. L. RANKIN, Second Party. (Seal)

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

I, J. B. McLEES, County Clerk of the County of San Diego, State of California, and ex-officio Clerk of the Board of Supervisors of said County, hereby certify that I have compared the foregoing copy with the original Contract between the County of San Diego and Tax Factors, Incorporated, for classification, inventory and appraisal of San Diego County now on file in my office; that the same contains a full, true and correct transcript therefrom and of the whole thereof.

Witness my hand and the Seal of said Board of Supervisors, this 7th day of August, A. D., 1928.
(SEAL)

J. B. McLEES, Clerk
By C. BUCKLEY, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between Board of Supervisors and Tax Factors, Inc., being Document No. 229106.

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

KNOW ALL MEN BY THESE PRESENTS, That BENTON ROOF AND PAINT 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 THIRTY Dollars (\$1230.00), 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 2nd day of November, 1928.

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 cleaning, scraping and relining of about 2520 lineal feet of Dulzura Flume with three-ply, super quality, full rag felt roofing paper, mopped solidly to the floor and side walls of the wooden box flume with hot asphaltic pitch, and final coating of hot asphaltic pitch over entire lining, 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) Attest:
B. J. SCHAEFER
Resident-Assistant Secretary.

BENTON ROOF & PAINT CO.
By CHARLES H. BENTON. Principal.
THE AETNA CASUALTY AND SURETY COMPANY
By ARCHIE R. GOWAN,
Resident Vice-President. Surety.

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

On this 2nd day of November, in the year nineteen hundred twenty-eight, 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 Archie R. Gowan, known to me to be the Resident 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 annexed bond and acknowledged to me that such corporation executed the same. I further certify that said bond was executed by said Archie R. Gowan 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 Bond, this 2nd day of November, 1928.

By ARTHUR L. MUNDO,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of November, 1928.

(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 5th day of November, 1928, 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 BENTON ROOF AND PAINT 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 cleaning, scraping and relining of about 2520 lineal foot of Dulzura Flumes with three-ply, super quality, full rag felt roofing paper, mopped solidly to the floor and side walls of the wooden box flume with hot asphaltic pitch (Petrolastic XX, or its equal), and final coating of hot asphaltic pitch over entire lining, in accordance with the plans and specifications therefor on file in the Office of the City Clerk of said City, under Document No. 231634.

Said contractor agrees to commence said work within five (5) days from and after the date of the execution of this contract, and to prosecute the same diligently; and with a sufficient force of men and equipment, so that said work shall be completed within thirty-five (35) days from and after the date of the execution of this contract; provided, however, that an extension of time will be allowed for unavoidable delays that result from unforeseen causes or conditions that in the opinion of the Engineer are undoubtedly beyond the control of the Contractor or because of delays that result from rains.

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

The price of One and 95/100 Dollars (\$1.95) per lineal foot.

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 price of One and 95/100 Dollars (\$1.95) per lineal foot.

said payments to be made as follows: Upon the completion of the said work, and the acceptance of the same by the Common Council of said City, 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 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 Engineer, in Charge, H. N. Savage, 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 Workman'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 Engineer in Charge, H. N. Savage, 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.

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.

BENTON ROOF AND PAINT COMPANY,

By CHARLES H. BENTON, Contractor.

(SEAL) Attest:

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 2nd day of November, 1928.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Benton Roof and Paint Company and the City of San Diego, California, being Document No. 233299.

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

LEASE

THIS AGREEMENT, made and entered into this 13th day of November, 1928, 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 L. F. JENSEN, 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 City of San Diego, County of San Diego, State of California, to-wit:

A small cottage (formerly occupied by the Superintendent of the Pueblo Farm), located on Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego; for a term of one year commencing on the 1st day of January, 1929, and ending on the 31st day of December, 1929, at a monthly rental of fifteen dollars (\$15.00), payable in advance on the first day of each and every month during 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 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, pursuant to the authorization contained in Ordinance No. 11987 of the ordinances of said City, 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
S. P. McMULLEN.
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
L. E. JENSEN, Lessee.

I hereby approve the foregoing Agreement of Lease, this 18th day of October, 1928.
JAS. E. O'KEEFE, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease with L. E. Jensen and the City of San Diego, California, being Document No. 233644.

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

UNDERTAKING FOR STREET LIGHTING. ADAMS AVENUE 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 FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$558.00), 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 9th day of November, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon ADAMS AVENUE, between the easterly line of Boundary Street and the westerly line of 36th Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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, Principal.
THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS
Resident Vice-President, Surety.

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

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

On this 9th day of November, in the year nineteen hundred twenty-eight before me, Frances S. Bowers, a Notary Public in and for the said County of SAN DIEGO, STATE OF CALIF-

ORNIA, residing therein, duly commissioned and sworn, personally appeared Frank A. Salmons, known to me to be the Resident 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking, this 13th day of November, 1928.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 47328 passed and adopted on the 1st day of October, 1928, require and fix the sum of \$558.00 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)

CONTRACT FOR STREET LIGHTING
ADAMS AVENUE LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 13th day of November, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 ADAMS AVENUE, between the easterly line of Boundary Street and the westerly line of 36th 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 appliance shall be for the period of one year from and after the 28th day of August, 1928, to-wit: to and including the 27th day of August, 1929.

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 for Adams Avenue Lighting District No. 1," filed June 23rd, 1928, 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 Four Hundred Forty-six and 40/100 Dollars (\$446.40), in twelve (12) equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Seven Hundred Eighty-five and 60/100 Dollars (\$1,785.60), in twelve (12) 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 One Thousand Seven Hundred Eighty-five and 60/100 Dollars (\$1,785.60), shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Seven Hundred Eighty-five and 60/100 Dollars (\$1,785.60).

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 expenses of said work, other than said sum of Four Hundred Forty-six and 40/100 Dollars (\$446.40), 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER.

(SEAL) ATTEST:

M. B. FOWLER.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. MCMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SERIFERT

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 November, 1928.

ARTHUR L. MUNDO, 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 and the City of San Diego, California, being Document No. 233779.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Kadstrom* Deputy.

UNDERTAKING FOR STREET LIGHTING.
EIGHTH STREET 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 SIXTY-FIVE DOLLARS (\$65.00), 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 9th day of November, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, has entered into 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 work upon EIGHTH STREET, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Street and the east line of the alley in Block 7, Crittenden's Addition, produced south, 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:

(SEAL) ATTEST:

M. B. FOWLER

(SEAL) ATTEST:

B. J. SCHAEFER,

Resident Assistant Secretary.

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

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

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

On this 9th day of November, in the year nineteen hundred twenty-eight, 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 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 foregoing Undertaking this 13th day of November, 1928.

ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 47329 passed and adopted on the 1st day of October, 1928, require and fix the sum of \$65.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT

City Clerk of The City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.
Eighth Street Lighting District No. 1.

THIS AGREEMENT, made and entered into this 13th day of November, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 EIGHTH STREET, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Street and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego; together with the maintenance of the posts, wires, conduits and lamps on said Eighth Street and Pennsylvania Avenue, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of two years from and after the 1st day of January, 1928, to-wit: to and including the 31st day of December, 1929.

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 for Eighth Street Lighting District No. 1," filed June 23, 1928, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Fifty-one and 84/100 Dollars (\$51.84), in twenty-four (24) 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 Hundred Seven and 36/100 Dollars (\$207.36), in twenty-four (24) equal monthly installments, drawn upon that certain

special fund in the hands and under the control of the City Treasurer of said City, designated as "Eighth Street Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of Two Hundred Seven and 36/100 Dollars (\$207.36) shall be paid out of any other fund than said special fund designated as "Eighth 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 Seven and 36/100 Dollars (\$207.36).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Fifty-one and 84/100 Dollars (\$51.84), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER
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.

I hereby approve the form of the foregoing Contract, this 13th day of November, 1928.

By ARTHUR L. MUNDO, 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 with the City of San Diego, California, being Document No. 233780.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Madetson* Deputy.

UNDERTAKING FOR STREET LIGHTING.
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 3.

KNOW ALL MEN BY THESE PRESENTS, that we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California; in the sum of ONE THOUSAND FOUR HUNDRED SEVENTY-EIGHT DOLLARS (\$1478.00), 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 9th day of November, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon UNIVERSITY AVENUE, between the northeasterly line of Boundary Street and the west line of Euclid Avenue; on 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and on 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue, 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.

(SEAL)

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
BY W. F. RABER, Principal.

ATTEST:
M. B. FOWLER.

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

ATTEST:
B. J. SCHAEFER
Resident Assistant Secretary.
STATE OF CALIFORNIA,) SS
COUNTY OF SAN DIEGO,)

On this 9th day of November, in the year nineteen hundred twenty-eight, 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 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.

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

FRANCES S. BOWERS
Notary Public in and for said San Diego
County, State of California.

I hereby approve the form of the foregoing Undertaking this 13th day of November, 1928.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 47330 passed and adopted on the 1st day of October, 1928, require and fix the sum of \$1478.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

(SEAL)

City Clerk of the City of San Diego,

By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 3.

THIS AGREEMENT, made and entered into this 13th day of November, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 northeasterly line of Boundary Street and the west line of Euclid Avenue; on 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and on 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University 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 8th day of August, 1928, to-wit: to and including the 7th day of August, 1929.

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 for University Avenue Lighting District No. 3" filed June 23rd, 1928 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Eighty-two and 12/100 Dollars (\$1182.12), in twelve (12) 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 Four Thousand Seven Hundred Twenty-eight and 48/100 Dollars (\$4728.48), in twelve (12) 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. 3 Fund."

And it is further mutually agreed that no part or portion of said sum of Four Thousand Seven Hundred Twenty-eight and 48/100 Dollars (\$4728.48), 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 Four Thousand Seven Hundred Twenty-eight and 48/100 Dollars (\$4728.48).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of One Thousand One Hundred Eighty-two and 12/100 Dollars (\$1182.12), 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

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 November, 1928.

By ARTHUR L. MUNDO, 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 and the City of San Diego, California, being Document No. 233781.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

LEASE

THIS LEASE, made and entered into this 19th day of November, 1928, 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 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 San Diego County, for a term of one year, beginning on the 14th day of September, 1928, and ending on the 13th day of September, 1929, at a rental for said period of twenty dollars (\$20.00), payable in advance on the first day of said term.

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.

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

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

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 foregoing Lease, this 15th day of October, 1928.

JAS. E. O'KEEFE, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mrs. S. B. Ames and the City of San Diego, California, being Document No. 233838.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

AGREEMENT

THIS CONTRACT and AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and PHILIP P. MARTIN, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego is operating at the present time certain pumps at Riverview, in The County of San Diego, and said second party owns land below or adjacent to the lands where said City is pumping, and it further appearing that said second party is also engaged in pumping water for the purpose of irrigating his lands at or near Riverview plant, and it further appearing that certain litigation is now pending in the Supreme Court of the State of California, for the purpose of determining the rights of the City of San Diego to the waters of the San Diego River, and which suit will in a measure determine also the rights of said second party to pump waters from said river, or the sands thereof, it being understood that said second party is not a party to said suit, and will not legally be bound by the decision rendered therein. Said second party contends, and it appears as the reasonable probability that if the City of San Diego continues to pump at said Riverview pumping station as it has during the past two or three months, the water level may be lowered to such an extent that said second party will be unable to secure sufficient water from his wells to irrigate his lands.

NOW, in consideration of the premises, and it being the condition that neither said first party nor said second party will institute any action in court to restrain the other from withdrawing the waters from said San Diego River, or the sands thereof, it is mutually agreed that the City of San Diego hereby undertakes and promises that in case the said second party, because of the lowering of the level of the water, caused by the pumping of said Riverview plant by the City of San Diego is unable to secure sufficient water to irrigate his lands, that the said City will use such means and employ such measures as are necessary, in conjunction with his pumps, if deemed advisable, to supply the said second party with an amount of water pumped from his wells, or supplied direct by pipes or otherwise, as may be reasonably necessary to irrigate his lands.

It is understood that nothing herein contained shall be construed as a waiver on the part of either the first party of the second party to any rights which it or he now has to the waters of said river, either surface or subsurface, riparian rights, or otherwise.

If first party is required under this agreement to furnish second party with water the cost thereof shall be as follows:

One-half cent per thousand gallons delivered at pipe line of party of the second part.

This contract shall continue in force until the litigation which is now pending in the Supreme Court as aforesaid is determined, and the water rights of said parties shall during such period remain in statu quo.

The property belonging to said second party, and herein referred to, is situated in the County of San Diego, State of California, and is particularly described as follows:

Commencing at a point on the northerly line of the San Diego and Arizona Railroad right of way, N. 46° 51' E, 438.71 feet from the intersection of the northerly line of Lakeside Avenue with the northerly right of way line of the before mentioned railroad as shown on Map #1594, recorded in the office of the Recorder of the County of San Diego; thence N 1° 27' E, 390.8 feet; thence S 72° 41' E, 257 feet; thence N 66° 00' E, 400 feet;

thence N 89° 03' E, 291.87 feet to the northeast corner of Stevens and Hartley's alfalfa lands as shown on Map #1594; thence S 1° 27' W, 884.58 feet to a point on the northerly right of way line of the San Diego and Arizona Railroad; thence S 46° 51' W, 1926.49 feet to the point of commencement.

Excepting a strip of land 7 feet wide shown on Map #1594 as "H. D. Williamson's right of way for ditch."

Provided, however, should the City of San Diego lower the plane of saturation of water by its pumping operations at River view to a depth which would make it impracticable to supply the second party with water for their lands, either in conjunction with their pumps at Riverview or with its own pumps and pipe system, then the damage to the landowners because thereof shall be fixed by a board of arbitrators, one selected by each, the City and the landowner, and these two to select a third.

IT IS HEREBY STIPULATED AND AGREED that the contract entered into on the 9th day of August, 1928, between The City of San Diego, a municipal corporation, party of the first part, through H. N. Savage, in charge of Water Development, representing said City, and Philip P. Martin, party of the second part, should be, and the same is hereby cancelled.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed, 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 second party has hereunto subscribed his name, this 20th day of November, 1928.

(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. N. SAVAGE

PHILIP P. MARTIN,

Party of the Second Part.

I hereby approve the foregoing Contract and Agreement this 9th day of November, 1928.

ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Philip P. Martin and the City of San Diego, California, being Document No. 234088.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

STIPULATION AND AGREEMENT

WHEREAS, a certain stipulation and agreement between the La Mesa, Lemon Grove and Spring Valley Irrigation District and the City of San Diego, providing, that the failure on the part of this District to take legal action to determine the respective rights of said parties to the use of the surface flow or underground flow and/or percolating waters of the San Diego River shall in no way be considered as a waiver of the rights of said parties, and neither of said parties shall gain or lose any legal rights pertaining to the waters of said stream by reason of any failure on the part of this District to make further protest or objection or by reason of the failure subsequent to the date of said stipulation to take legal action to determine said respective rights, has been duly signed by the City of San Diego, and it appears to the Board of Directors that it would be advantageous and to the best interests of the District to sign such agreement and thereby obviate the necessity of presently bringing an action to determine its rights to said waters;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AND ORDERED that the President and Secretary be and they are hereby authorized, empowered and directed to sign said stipulation on behalf of this District and to affix thereto the corporate seal of this District, and to return to the City of San Diego one copy of said stipulation.

I, Ruth C. Drew, Secretary to the Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District hereby certify that the above and foregoing is a full, true, and complete copy of the Resolution of said Board, passed and adopted on the 12th day of December, 1928.

RUTH C. DREW, SECRETARY.

THIS STIPULATION AND AGREEMENT made by and between LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, a public corporation, organized under the laws of the State of California, and the City of San Diego, a municipal corporation organized and existing under a freeholders charter under the laws of said State of California,

W I T N E S S E T H:

THAT, WHEREAS, heretofore La Mesa, Lemon Grove & Spring Valley Irrigation District have made and filed with said City its protest against the action of the City of San Diego in pumping water from the bed and sands of the San Diego River to be carried away from the riparian lands on the said San Diego River from the river bed of said stream; and

WHEREAS, said protestant claims such diversions affect not only their riparian lands on said stream owned by said protestant, but also the pumping of water from the bed and underground percolating waters of said stream carried on by said protestant for a large number of years in the past and affect the amount of water which protestant is able to secure by said pumping operations; and

WHEREAS, the City of San Diego claims the right to so pump said waters from said stream and from the river bed and percolating waters at said point of diversion;

IT IS THEREFORE HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The failure on the part of protestant to take legal action to determine the respective rights of the said parties to the use of the surface flow or underground flow and/or percolating waters of said stream, shall in no way be considered as a waiver of the rights of said party, and neither of said parties shall gain or lose any legal rights pertaining to waters in said stream by reason of any failure of protestant to make further protest or objection, or by reason of failure subsequent to the date of this agreement to take legal action to determine said respective rights, but that during the continuance of any such diversion of water from said stream by the City of San Diego subsequent to the date of this agreement, the legal rights of said respective parties in and to the waters of said stream as they now exist shall be and remain unimpaired notwithstanding any pumping which may be done by the said City of San Diego and the said City of San Diego shall not gain nor shall said protestant lose any rights by reason of any pumping done subsequent to the date of this agreement.

Dated December, 12th, 1928;

(SEAL) ATTEST:
RUTH C. DREW, Secretary.

LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT,
By IRA C. ROBINSON, President.

DEC 3 1928

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

I hereby approve the within Stipulation and Agreement this 20th day of November, 1928.

M. W. CONKLING, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

H. N. SAVAGE.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Stipulation and Agreement between La Mesa, Lemon Grove & Spring Valley Irrigation District and the City of San Diego, California, being Document No. 234136.

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

By August M. Hadstrom Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That ELLIS BROWN, DEALER, 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 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.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver:

1 - 1-1/2 ton, six cylinder motor truck, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:
EUGENIA L. GOLSON

ELLIS BROWN, Dealer.
ELLIS BROWN, Mgr. Principal.

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By ARCHIE R. GOWAN,
Resident Vice-President.

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

On this 23rd day of November, in the year nineteen Hundred twenty-eight, 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 ARCHIE R. GOWAN, known to me to be the Resident 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 ARCHIE R. GOWAN 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 Bond, this 24th day of November, 1928.

M. W. CONKLING, City Attorney.
By ARTHUR L. MUNDO, 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 November, 1928,

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

By ATTEST: (SEAL)
ALLEN H. WRIGHT, City Clerk.
Fred W. Sick, Deputy.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 26th day of November, 1928, 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, 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 - GMC one and one-half ton motor truck,
six cylinders; equipped with Woods Detroit hoist (Model F-2 or F-2C, as indicated by Superintendent of Streets), and dual 32" x 6" ten ply tires on 6" rims on rear wheels, and 32" x 6" ten ply pneumatic tires on front wheels;

All in accordance with the 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:

ONE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS (\$1995.00).

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 _____ 1928

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:

Upon the delivery of said motor truck, and the acceptance of the same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the motor truck furnished thereunder by the Common Council, when the balance remaining shall be paid 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 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

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT.

Members of the Common Council

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk,

By FRED W. SICK, Deputy.

ELLIS BROWN, Dealer,

ELLIS BROWN, Mgr., Contractor.

I hereby approve the form of the foregoing contract, this 24th day of November, 1928.

M. W. CONKLING, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Ellis Brown and the City of San Diego, California, being Document No. 234326.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadetron* Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That MACHINERY PIPE & SUPPLY CO., a corporation as Principal and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twelve hundred sixty (1260) Dollars (\$1260.00), 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 November, 1928.

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 thousand (30,000) feet of 3/4 inch malleable copper tubing; 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 MARION B. HART, Vice-Pres. Principal.

ATTEST: (SEAL)

ROY A. NOVAK, Secy.

(SEAL)

GREAT AMERICAN INDEMNITY COMPANY, Surety.

By L. McCAGG, Attorney-in-fact

By E. K. JAMES, Attorney-in-fact.

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

On this 24th day of November, in the year one thousand nine hundred and twenty-eight, before me R. L. PAINE, a Notary Public in and for said County, residing therein,

duly commissioned and sworn, personally appeared L. McCagg and E. K. James known to me to be the Attorney-in-fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission will Expire Jan. 14, 1930.

R. L. PAINE

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

I hereby approve the form of the within Bond, this 22nd day of November, 1928.

M. W. CONKLING, City Attorney.

By ARTHUR L. MUNDO, 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 November, 1928.

ATTEST: (SEAL)

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.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 26th day of November, 1928, 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 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, such contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

Thirty-thousand (30,000) feet of 3/4 inch Malleable Copper Tubing.

That fifty per cent. (50%) of said tubing shall be in twenty (20) foot lengths; twenty-five per cent. (25%) shall be in eighteen (18) foot lengths; and twenty-five per cent. (25%) shall be in sixteen (16) foot lengths.

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

For the sum of Five thousand twenty-five dollars (\$5025.00).

Said contractor agrees to complete the delivery of said material on or before the 26th day of December, 1928.

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

Five thousand twenty-five dollars (\$5025.00).

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 _____ 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.

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing contract, this _____ day of November, 1928.

M. W. CONKLING, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Machinery Pipe & Supply Company and the City of San Diego, California, being Document No. 234490.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Kadstrom Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 3rd day of December, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council, and MARCUS SHIELDS, hereinafter designated as 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:

The southeast quarter of the southeast quarter of Section 5; the northwest quarter of the northwest quarter of Section 9; and the north half of the northeast quarter of Section 8; all in Township 15 South, Range 2 East, S. B. M., together with the small dwelling house thereon.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for the term of two (2) years commencing on the first day of December, 1928, and ending on the 30th day of November, 1930, unless sooner terminated, as herein provided, at a rental of ninety-five

✓ dollars

(\$95.00) per year, payable semi-annually, in advance.

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.

The Common Council of said City hereby reserves the right to terminate this lease at any time before the expiration of the term provided herein, upon payment to the lessee of a proportionate part of any rental paid in advance by said lessee; and which may be due to said lessee by virtue of the revocation of this lease.

And the said City does hereby covenant, promise and agree that the said Lessee, paying the said rent and performing the covenants, 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 The City of San Diego have hereunto set their hands as and for the act of said City, and the said Lessee has hereunto subscribed his name the day and year first hereinabove written:

ATTEST: (SEAL)
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.
MARCUS N. SHIELDS, Lessee.

I hereby approve the form of the foregoing Lease, this 23rd day of November, 1928.

M. W. CONKLING, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease to Marcus Shields by the City of San Diego, California, being Document No. 234602.

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

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and MARIE S. WALKER, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego is operating at the present time certain pumps at Riverview, in the County of San Diego, and said second party owns land below or adjacent to the lands where said City is pumping, and it further appearing that said second party is also engaged in pumping water for the purpose of irrigating her lands at or near said Riverview plant, and it further appearing that certain litigation is now pending in the Supreme Court of the State of California, for the purpose of determining the rights of the City of San Diego to the waters of the San Diego River, and which suit will in a measure determine also the rights of said second party to pump waters from said river, or the sands thereof, it being understood that said second party is not a party to said suit, and will not legally be bound by the decision rendered therein. Said second party contends, and it appears as the reasonable probability that if the City of San Diego continues to pump at said Riverview pumping station as it has during the past two or three months, the water level may be lowered to such an extent that said second party will be unable to secure sufficient water from her wells to irrigate her lands.

NOW, in consideration of the premises, and it being the condition that neither said first party nor said second party will institute any action in court to restrain the other from withdrawing the waters from said San Diego River, or the sands thereof, it is mutually agreed that the City of San Diego hereby undertakes and promises that in case the said second party, because of the lowering of the level of the water, caused by the pumping at said Riverview plant by the City of San Diego, is unable to secure sufficient water to irrigate her lands, that the said City will use such means and employ such measures as are necessary, in conjunction with her pumps, if deemed advisable, to supply the said second party with an amount of water pumped from her wells or supplied direct by pipes or otherwise, as may be reasonably necessary to irrigate her lands.

It is understood that nothing herein contained shall be construed as a waiver on the part of either the first party or the second party of any rights which it or she now has to the waters of said river, either surface or subsurface, riparian rights, or otherwise.

If first party is required under this agreement to furnish second party with water the cost thereof shall be as follows: One-half cent per thousand gallons delivered at pipe line of party of the second part.

This contract shall continue in force until the litigation which is now pending in the Supreme Court as aforesaid is determined, and the water rights of said parties shall during such period remain in statu quo.

The property belonging to said second party, and herein referred to, is situated in the County of San Diego, State of California, and is particularly described as follows:

"Beginning at the southwesterly corner of Stevens and Hartley's alfalfa lands as shown on Map #1594, and recorded in the office of the Recorder of the County of San Diego; thence N 1° 27' E, 2029.9 feet to a point in the bed of the San Diego River; thence N 61° 51' E 664.57 feet; thence S 1° 27' W, 2050.1 feet to a point on the northerly right of way line of the San Diego and Arizona Railroad; thence S 46° 51' W along said northerly right of way line 438.71 feet to an intersection with the northerly line of Lakeside Avenue; thence N 88° 33' W, along the north line of said Lakeside Avenue, 265.47 feet to the point of beginning; excepting a strip of land 7 feet wide shown on Map #1594 as "H. D. Williamson's right of way for ditch."

PROVIDED, however, should The City of San Diego lower the plane of saturation of water by its pumping operations at Riverview to a depth which would make it impracticable to supply the second party with water for her lands, either in conjunction with their pumps at Riverview or with its own pumps and pipe system, then the damage to the landowners because thereof shall be fixed by a board of arbitrators, one selected by each, the City and the landowner, and these two to select a third.

IT IS HEREBY STIPULATED AND AGREED that the contract entered into on the 9th day of August, 1928, between The City of San Diego, a municipal corporation, party of the first part, through H. N. Savage, in charge of Water Development, representing said City, and Marie S. Walker, party of the second part, should be, and the same is hereby cancelled.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed, 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 second party has hereunto subscribed her name, this 1st day of December, 1928.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE

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

DEC 3 1928

E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

MARIE S. WALKER,
Party of the Second Part.

I hereby approve the foregoing Contract and Agreement this 9th day of November, 1928.
H. N. SAVAGE.

ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Marie S. Walker and the City of San Diego, California, being Document No. 234718.

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

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 AND SEVENTY DOLLARS (\$770.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of December, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon the intersections of LOCUST STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street, and Kingsley Street; the intersections of EVERGREEN STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street, and Kingsley Street; the intersections of WILLOW STREET with Curtis Street, Dumas Street, Elliott Street and Freeman Street; the intersection of PLUM STREET with Curtis Street; the intersections of CLOVE STREET with Curtis Street, Dumas Street and Elliott Street; DUMAS STREET, between Clove Street and Willow Street; ELLIOTT STREET, between Clove Street and Willow Street; FREEMAN STREET, between Chatsworth Boulevard and Willow Street; GOLDSMITH STREET, between Chatsworth Boulevard and Evergreen Street; CHATSWORTH BOULEVARD, between the southwesterly line of Curtis Street produced north westerly, and its termination in Lytton Street; LYTTON STREET, between its termination in Chatsworth Boulevard and Rosecrans Street (excepting the northeasterly side of said Lytton Street, between Evergreen Street and Rosecrans Street); and the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly, and Lytton Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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.

ATTEST: (SEAL)
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER, Principal.
THE AETNA CASUALTY AND SURETY COMPANY,
By FRANK A. SALMONS, Surety.
Resident Vice-President.

ATTEST: (SEAL)
ARCHIE R. GOWAN,
Resident Assistant Secretary.

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

On this 14th day of December, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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 foregoing Undertaking, this 15th day of December, 1928.

M. W. CONKLING, City Attorney.
By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 48139 passed and adopted on the 3rd day of December, 1928, require and fix the sum of \$770.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.
Loma Portal Lighting District No.1.

THIS AGREEMENT, made and entered into this 17th day of December, 1928, by and

between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in that district commonly known and designated as "Loma Portal," in the City of San Diego, California, to-wit:

At the intersections of LOCUST STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street, and Kingsley Street;

At the intersections of EVERGREEN STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street, and Kingsley Street;

At the intersections of WILLOW STREET with Curtis Street, Dumas Street, Elliott Street, and Freeman Street;

At the intersection of PLUM STREET with Curtis Street;

At the intersection of CLOVE STREET with Curtis Street, Dumas Street and Elliott Street;

On DUMAS STREET, between Clove Street and Willow Street;

On ELLIOTT STREET, between Clove Street and Willow Street;

On FREEMAN STREET, between Chatsworth Boulevard and Willow Street;

On GOLDSMITH STREET, between Chatsworth Boulevard and Evergreen Street;

On CHATSWORTH BOULEVARD, between the southwesterly line of Curtis Street produced northwesterly, and its termination in Lytton Street;

On LYTTON STREET, between its termination in Chatsworth Boulevard and Rosecrans Street (excepting the northeasterly side of said Lytton Street, between Evergreen Street and Rosecrans Street); and

On the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly, and Lytton Street;

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 one year from and after June 28, 1928, to-wit: to and including the 27th day of June, 1929.

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 FOR LOMA PORTAL LIGHTING DISTRICT NO. 1," filed September 1, 1928, in the office of the City Clerk of said City of San Diego.

And said 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 twelve and 72/100 dollars (\$612.72) 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 twenty-four hundred and fifty and 88/100 dollars (\$2450.88) 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 "Loma Portal Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of twenty-four hundred and fifty and 88/100 dollars (\$2450.88) shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of twenty-four hundred and fifty and 88/100 dollars (\$2450.88).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Six hundred and twelve and 72/100 dollars (\$612.72), 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.

ATTEST: (SEAL)
M. B. FOWLER

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

ATTEST: (SEAL)
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 15th day of December, 1928.
M. W. CONKLING, City Attorney,
By ARTHUR L. MUNDO, 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 and the City of San Diego, California, being Document No. 235271.

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

UNDERTAKING FOR STREET LIGHTING.
KENSINGTON MANOR 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 NINETY DOLLARS (\$90.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of December, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon CANTERBURY DRIVE, between Sussex Drive and the northerly boundary line of the City of San Diego; WESTMINSTER TERRACE, between Canterbury Drive and the easterly boundary of the City of San Diego; and SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of the City of San Diego, 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.

ATTEST: (SEAL)
M. B. FOWLER,
Resident Assistant Secretary.

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

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

STATE OF CALIFORNIA) SS.
COUNTY OF SAN DIEGO)

On this 14th day of December, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan, 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 foregoing Undertaking this 15th day of December, 1928.

M. W. CONKLING, City Attorney.
By Arthur L. Mundo, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 48138 passed and adopted on the 3rd day of December, 1928, require and fix the sum of \$90.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT,
City Clerk of the City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.
KENSINGTON MANOR LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 17th day of December, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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: CANTERBURY DRIVE, between Sussex Drive and the northerly boundary line of the City of San Diego; WESTMINSTER TERRACE, between Canterbury Drive and the easterly boundary line of the City of San Diego; and SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of the City of San Diego; 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 July 1, 1928, to-wit: to and including the 30th day of June, 1929.

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 for Kensington Manor Lighting District No. 1," filed September 1, 1928, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of three hundred and twenty-three and 40/100 dollars (\$323.40), 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 "Kensington Manor Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of three hundred and twenty-three and 40/100 dollars (\$323.40), shall be paid out of any other fund than said special fund designated as "Kensington Manor 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 hundred and twenty-three and 40/100 dollars (\$323.40).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year hereinabove written.

ATTEST: (SEAL)
M. B. FOWLER

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

ATTEST: (SEAL)
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. SEIFERTT

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 15th day of December, 1928
M. W. CONKLING, City Attorney,
By ARTHUR L. MUNDO, 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 and the City of San Diego, California, being Document No. 235272.

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

By August M. Hadstrom Deputy.

(Please see Copy of Original Attached)
Contract with B. G. Carroll to pave
Harbor Street.

I HEREBY CERTIFY that the attached copy of the above mentioned contract is a full, true and correct copy of said contract, being Document No. 233922.

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

By August M. Hadstrom Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 20 day of December, 1928, 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 pursuant to Ordinance No. 12040 of the ordinances of said City, approved November 19, 1928, as Lessor, and FRANK J. MEEHAN, hereinafter designated as the Lessee, WITNESSETH:

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

Commencing at a point on the west line of Atlantic Street distant 1.0 foot south from the south line of Market Street; thence north 0° 01' 40" east a distance of 18.00 feet to a point; thence north 89° 58' 20" west a distance of 60.00 feet to a point; thence south 0° 01' 40" west a distance of 18.00 feet to a point; thence south 89° 58' 20" east a distance of 60.00 feet to the point or place of beginning.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee for a term of five (5) years commencing on the 20th day of December, 1928, and terminating on the 20th day of December, 1933; provided, however, that the said lease may be renewed at the option of the lessee for a further term of five (5) years, in the event that the same does not interfere in any way with any proposed harbor development plan.

The lessee shall pay as rental for said premises the sum of twenty-five dollars (\$25.00) per month, payable in advance on the first day of each and every month during said term.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of said Common Council and said Harbor Commission and said City to readjust and increase the rental of said premises at any time as herein provided.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this

lease in such manner as may seem proper, upon the payment to said Lessee of reasonable compensation for damages occasioned by such annulment, change or modification. The reasonable compensation herein provided to be paid to the Lessee shall be based upon and limited to compensation for the actual value of such buildings, structures, and physical improvements placed upon the demised premises by the Lessee as are required, authorized or permitted under the terms of this lease; and shall not be held to include compensation to said Lessee for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

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

(1) That the demised premises shall be used for the construction, erection and maintenance thereon of a retail store for the sale of general merchandise and soft drinks.

(2) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall have the right and shall be required to remove all improvements placed upon said premises at his own cost and expense.

(3) That all plans for buildings and improvements to be erected or placed upon said premises shall comply with all of the ordinances of The City of San Diego, and shall be subject to the approval of said Harbor Commission.

(4) The business of said Lessee to be conducted upon said premises shall be that of retailing general merchandise and soft drinks.

(5) That said City reserves the right to lay water or sewer pipes across said land; provided, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purpose.

(6) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(8) In the event that the Lessee shall fail to establish and maintain a retail store for the sale of general merchandise and soft drinks, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them under this lease undertaken, then and in that event this lease shall terminate, and the said Lessee shall remove from said demised premises, and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto 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 M. A. GRAHAM,

W. P. CRONAN

J. C. McCLURE,

Members of the Harbor Commission of The City of San Diego, California. LESSOR.

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk,

By FRED W. SICK, Deputy.

FRANK J. MEEHAN, LESSEE.

I hereby approve the form of the foregoing Lease, this 17th day of November, 1928.

M. W. CONKLING, City Attorney,

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of TIDELAND LEASE with FRANK J. MEEHAN, and THE CITY OF SAN DIEGO, CALIFORNIA, being Document No. 235561.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 31st day of December, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council, and H. J. VANONI, hereinafter designated as 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:

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 Section 8; all in Township 15 South, Range 2 East, S. B. M.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for the term of two (2) years commencing on the first day of January, 1929, and ending on the 31st day of December, 1930, unless sooner terminated, as herein provided, at a rental of one hundred dollars (\$100.00) per year, payable semi-annually, in advance.

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.

The Common Council of said City hereby reserves the right to terminate this lease at any time before the expiration of the term provided herein, upon payment to the lessee of a proportionate part of any rental paid in advance by said Lessee, and which may be due to said Lessee by virtue of the revocation of this lease.

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, a majority of the members of the Common Council of The City of San Diego have hereunto set their hands as and for the act of said City, and the said Lessee has hereunto subscribed his name the day and year first hereinabove written.

DEC 31 1928

ATTEST: (SEAL)

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. J. VANONI, LESSEE.

I hereby approve the form of the foregoing Lease, this 23rd day of November, 1928.

M. W. CONKLING, City Attorney.

By ARTHUR L. MUNDO, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with H. J. Vanoni and the City of San Diego, California, being Document No. 235818.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING. LOGAN AVENUE 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 TWO HUNDRED AND FORTY DOLLARS (\$240.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of December, 1928.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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, page 421), to do all work upon LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and 26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue, 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.

ATTEST: (SEAL)

M. B. FOWLER

ARCHIE R. GOWAN,

Resident Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER, Principal.

THE AETNA CASUALTY AND SURETY COMPANY,

By FRANK A. SALMONS, Surety.

Resident Vice-President.

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

On this 29th day of December, in the year nineteen hundred twenty-eight, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan, 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 foregoing Undertaking, this 31 day of December, 1928.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 48318 passed and adopted on the 17th day of December, 1928, require and fix the sum of \$240.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT,

City Clerk of the City of San Diego.

By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING. LOGAN AVENUE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 31 day of December, 1928, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 westerly prolongation of the southerly line of Marcey Avenue 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 the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and after November 16, 1928, to-wit: to and including November 15, 1929.

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 for Logan Avenue Lighting District No. 1," filed September, 21, 1928, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of one hundred and eighty-nine and 24/100 dollars (\$189.24) 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 seven hundred and fifty-six and 96/100 dollars (\$756.96) 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 seven hundred and fifty-six and 96/100 dollars (\$756.96) 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 241), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of seven hundred and fifty-six and 96/100 dollars (\$756.96).

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 expenses of said work, other than said sum of one hundred and eighty-nine and 24/100 dollars (\$189.24), 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.

ATTEST:
M. B. FOWLER

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

THE CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIREL
E. H. DOWELL
FRANK W. SEIFERT,

ATTEST: (SEAL)
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 31 day of December, 1928.
M. W. CONKLING, City Attorney,
By CHARLES C. QUITMAN, 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 and the City of San Diego, California, being Document No. 235887.

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

The Premium for this bond is 6.40 dollars for the term thereof.

CONTRACT

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 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 5th day of January, 1929.

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 f.o.b. cars on City spur track at California and Grape Streets, San Diego, California:

80 - 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, this 5th day of January, 1929.
W. E. FORTNEY,
Notary Public in and for the County of Los Angeles, State of California.

GENERAL CHEMICAL COMPANY
PHIL A. OLSON, Branch Manager, Principal.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
By WILLIAM J. BENNETT, Attorney, Surety.
(Seal)

I hereby approve the form of the within Bond, this 7 day of Jan: 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Deputy City Attorney.

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

- On this 5th day of January, in the year One Thousand Nine Hundred and twenty-nine, 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:
(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 7th day of January, 1929.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT,

Members of the Common Council.

ATTEST: (SEAL)

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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 5th day of January, 1929, 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, in two carloads of 80,000 pounds each, in accordance with the specifications therefor on file in the Office of the Superintendent of the Purchasing Department of said City;

Delivery f. o. b. cars on 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 sum of One and 60/100 DOLLARS (\$1.60) 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 and 60/100 Dollars (\$1.60) per 100 pounds 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 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.

ATTEST: (SEAL)

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

ATTEST: (SEAL)

Subscribed and sworn to before me this 5 day
of January, 1929,
W. E. FORTNEY,
Notary Public in and for the County
of Los Angeles, State of California.

GENERAL CHEMICAL COMPANY

PHIL A. OLSON, Branch Manager,
Contractor.

I hereby approve the form of the foregoing contract, this 7 day of Jan. 1929.

M. W. CONKLING, City Attorney,

By C. L. BYERS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with General Chemical Company and the City of San Diego, California, being Document No. 236277.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That L. R. DAVIS 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 TWO HUNDRED THIRTY-THREE Dollars (\$233.00), 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, jointly and severally, firmly by these presents,

Signed by us and dated this 9th day of January, 1929.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to

Furnish and Deliver:

1 - Model AA Ford Truck chassis with closed cab, express body, spare wheel, bumper, canopy top and roll screen sides, 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:

MAE WILLIAMS

(Seal)

L. R. DAVIS, Principal.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, Surety.

By DONALD B. GOLDSMITH, Attorney.

STATE OF CALIFORNIA) SS.
COUNTY OF SAN DIEGO)

On this 9th day of January, in the year One Thousand Nine Hundred and twenty-nine, 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 9th day of January, 1929,

M. W. CONKLING, City Attorney,

By CHARLES C. QUITMAN, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of January, 1929.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT,

Members of the Common Council.

ATTEST: (SEAL)

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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 9th day of January, 1929, 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 L. R. DAVIS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Model AA Ford Truck chassis with closed cab, express body, spare wheel, bumper, canopy top and roll screen sides.

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

The sum of NINE HUNDRED THIRTY-THREE AND 50/100 DOLLARS (\$933.50).

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 19th day of January, 1929.

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 HUNDRED THIRTY-THREE AND 50/100 DOLLARS (\$933.50).

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:

JAN 14 1929

ATTEST: (SEAL)

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

ATTEST:

MAE WILLIAMS

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. R. DAVIS,

Contractor.

I hereby approve the form of the foregoing contract, this 15 day of January, 1929.

M. W. CONKLING, City Attorney,

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with L. R. Davis and the City of San Diego, California, being Document No. 236423.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That C. A. GRAY, as Principal, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED NINETY-FIVE Dollars (\$295.00), 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 11th day of January, 1929.

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 auto truck,

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

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

ATTEST:

L. E. ROSS

(SEAL)

C. A. GRAY, Principal.

GREAT AMERICAN INDEMNITY COMPANY, Surety,

By PERCY H. GOODWIN

Attorney-in-fact.

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

On this 11th day of January in the year one thousand nine hundred and twenty-nine before me, L. McCAGG, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared PERCY H. GOODWIN, known to me to be the Attorney-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission will Expire Oct. 5, 1931.

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 14 day of Jan: 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of January, 1929.

ATTEST: (SEAL)

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.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of January, 1929, 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. A. GRAY, 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 Graham Brothers auto truck, same to be in accordance with the specifications therefor 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:

ONE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS (\$1165.00).

Said contractor agrees to begin delivery of said material within immediate days from and after the date of the execution of this contract, and to complete said delivery on or before the 16th day of Jan. 1929.

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:

Upon the delivery of said truck and the acceptance of the same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the truck thereunder by the Common Council, when the balance remaining shall be paid to said contractor.

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 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.

ATTEST: (SEAL)
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.
C. A. GRAY, Contractor.
By H. R. PULVER, Mgr.

ATTEST:
L. E. ROSS

I hereby approve the form of the foregoing contract, this 15 day of Jan. 1929.
M. W. CONKLING, City Attorney,
By C. L. BYERS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with C. A. Gray and the City of San Diego, California, being Document No. 236695.

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

LEASE

THIS INDENTURE, made in duplicate, this 21st day of January, 1929, between Wm. Stone, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises known and described as No. 1035 Prospect Street, in La Jolla, in The City of San Diego, County of San Diego, State of California; the premises hereby leased to be used by the said Lessee as Police Headquarters; for the term of six months commencing on the first day of January, 1929, and ending on the 30th day of June 1929.

Yielding and paying therefor during the term thereof the sum of Two Hundred Ten Dollars (\$210.00), lawful money of the United States, payable in advance on the first day of each and every month during said term, in sums of payments of thirty-five dollars (\$35.00) per month.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives, and assigns, hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than Police Headquarters, and purposes connected therewith, 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, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

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

3. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.

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

5. That the Lessor shall, at his own charge and expense keep the walls, roof and exterior portions of said premises in good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee

shall at its own cost and expense maintain and repair the interior portions thereof.

6. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

7. 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 shall permit, damage by the elements alone excepted.

8. That the said Lessor shall pay for all the water used by the Lessee on said premises.

It is further agreed that upon the expiration of the term of this Lease, the Lessee shall have the right and option to renew this agreement for a further period of one year, under the same terms and conditions as herein provided.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents in duplicate the day and year first hereinabove written.

WILLIAM STONE

ATTEST: (SEAL)
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,

I hereby approve the form of the foregoing Lessee
Lease, this 17 day of January, 1929.

M. W. CONKLING, City Attorney.
By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with William Stone and the City of San Diego, California, being Document No. 236904.

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

CONTRACT

The Premium charge is \$7.36.

BOND NO. A-75.

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY, 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 NINE HUNDRED FORTY-FIVE Dollars (\$2945.00), 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 JANUARY, 1929.

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:

13,000' - 6" Class "B" and

6,000' - 6" Class "C" sand cast, bell and spigot, cast iron pipe, in five meter lengths,

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

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

ATTEST: (SEAL)
CHAS. R. RANTH

UNITED STATES CAST IRON PIPE AND
FOUNDRY CO.
By D. HOPKINS,
Vice-President, Principal.

THE METROPOLITAN CASUALTY INSURANCE COMPANY
OF NEW YORK, Surety,
By D. ELMER DYER, Attorney in Fact. (SEAL)

STATE OF CALIFORNIA, CITY) ss.
AND COUNTY OF SAN FRANCISCO,)

On this 3RD. day of JANUARY in the year One Thousand Nine Hundred and Twenty NINE before me, CATHERINE E. KEITH, a Notary Public in and for the County of SAN FRANCISCO, State of California, residing therein, duly commissioned and sworn, personally appeared D. ELMER DYER, 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 County of SAN FRANCISCO, the day and year in this certificate first above written.

(SEAL)
My Commission Expires October 20, 1930.

CATHERINE E. KEITH,
Notary Public in and for the County of _____
California.

I hereby approve the form of the within Bond, this 21st day of January, 1929.

M. W. CONKLING, City Attorney,
By CHARLES C. QUITMAN, 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, 1929.

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

LEASE

THIS INDENTURE, OF LEASE, made this 28th day of January, 1929, 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. 12109 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 reservation 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' 30" west along the northerly line of said Pueblo Lot a distance of 811.43 feet to a point; thence south 20° 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;

Also, 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° 00' 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 1st, 1929, and ending on the 31st day of December, 1929, at a rental of sixty-five dollars (\$65.00) 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 interests 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 been first 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 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 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, LESSOR,

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT,

Members of the Common Council.

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk,

By FRED W. SICK, Deputy.

GRACE B. DIFFENDORF, Lessee.

I hereby approve the form of the foregoing Lease, this 26 day of Jan. 1929.

M. W. CONKLING, City Attorney,

By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Grace B. Diffendorf and the City of San Diego, State of California, being Document No. 237401.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By August M. Hadstrom Deputy.

LEASE

THIS AGREEMENT, made and entered into this 18th day of February, 1929, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, acting by and through a majority of the members of the Common Council of said City, and W. L. DIFFENDORF, 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 City of San Diego, County of San Diego, State of California, to-wit:

The Northwest Quarter (NW 1/4) of Pueblo Lot 1322; the West Half (W 1/2) of Pueblo Lot 1323; the West Half (W 1/2) of Pueblo Lot 1314; and the West Half (W 1/2) of Pueblo Lot 1299, of the Pueblo Lands of The City of San Diego, for a term of one year, commencing on the 1st day of January, 1929, to and including the 31st day of December, 1929, at a rental for said period of Two Hundred and Thirty Dollars (\$230.00), 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 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 farming purposes and for no other purpose.

The said Lessee does hereby covenant, promise and agree to pay the said City 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. And the said City does hereby covenant, promise and agree that the said Lessee may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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 City to re-enter said premises and remove all persons therefrom.

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 subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
FRANK W. SEIFERT
L. C. MAIRE
E. H. DOWELL
Members of the Common Council.

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

W. L. DIFFENDORF, Lessee.
M. W. CONKLING, City Attorney.
By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with W. L. Diffendorf and the City of San Diego, California, being Document No. 238219.

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 ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00), 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 February, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon SIXTH STREET, in said City, between the south line of A Street and the north line of B Street (excepting the west side of said Sixth Street, between the north line of B Street and a point distant 50 feet north of the north line of B 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, Principal.

(SEAL) ATTEST:
ARCHIE R. GOWAN,
Resident Assistant Secretary.

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

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

On this 15th day of February, in the year nineteen hundred twenty-nine, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan, 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 foregoing Undertaking this 15 day of February, 1929.
M. W. CONKLING, City Attorney.
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 48913 passed and adopted on the 4th day of February, 1929, require and fix the sum of \$125.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.
Sixth Street Lighting District No. 2.

THIS AGREEMENT, made and entered into this 18th day of February, 1929, by and between

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 SIXTH STREET, between the south line of A Street and the north line of B Street (excepting the west side of said Sixth Street, between the north line of B Street and a point distant 50 feet north of the north line of B Street), in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps along said street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for a period of eight (8) months and seven (7) days from and after the 25th day of October, 1928, to-wit, to and including the 30th day of June, 1929.

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 for Sixth Street Lighting District No. 2," filed November 1, 1928, 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 \$497.12 as follows: Eight 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 "Sixth Street Lighting District No. 2 Fund," each of said monthly warrants to be drawn for the sum of \$60.36, and one warrant for the sum of \$14.24, to cover the additional seven (7) days of said term.

And it is further mutually agreed that no part or portion of said sum of Four Hundred Ninety-seven and 12/100 Dollars (\$497.12) shall be paid out of any other fund than said special fund designated as the "Sixth Street 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 Four Hundred Ninety-seven and 12/100 Dollars (\$497.12).

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, 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

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
FRANK W. SEIFERT
E. H. DOWELL
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 15 day of February, 1929.
M. W. CONKLING, City Attorney.
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Undertaking for Street Lighting between The San Diego Consolidated Gas & Electric Company and The City of San Diego, California, being Document No. 238384.

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

UNDERTAKING FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Hundred and Ten Dollars (\$310.00), 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 February, 1929.

WHEREAS, the above bounded SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon UDAL STREET, between Plum Street and Willow Street; VOLTAIRE STREET, between Clove Street and Willow Street; WHITTIER STREET, between Clove Street and Rosecrans Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; PLUM STREET, between Udal Street and Yonge Street; WILLOW STREET, between Udal Street (except the southeasterly side of said Willow Street, between Whittier Street and Yonge Street); WESTCLIFFE PLACE, for its entire length; and EDITH LANE, for its entire length; 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, Principal.

(SEAL) ATTEST:
 ARCHIE R. GOWAN
 Resident Assistant Secretary.

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

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

On this 15th day of February, in the year nineteen hundred twenty-nine, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan, 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 foregoing Undertaking this 15 day of February, 1929.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 48914 passed and adopted on the 4th day of February, 1929, require and fix the sum of \$310.00 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.

CONTRACT FOR STREET LIGHTING.

Roseville-Lighting District No. 1.

THIS AGREEMENT, made and entered into this 18th day of February, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

UDAL STREET, between Plum Street and Willow Street; VOLTAIRE STREET, between Clove Street and Willow Street; WHITTIER STREET, between Clove Street and Rosecrans Street; KENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; PLUM STREET, between Udal Street and Yonge Street; WILLOW STREET, between Udal Street and Yonge Street (except the southeasterly side of said Willow Street, between Whittier Street and Yonge Street); WESTCLIFFE PLACE, for its entire length; and EDITH LANE, for its entire length; Together with the maintenance of the posts, wires, conduits and lamps along the said streets, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and after October 15, 1928, to-wit: to and including October 14, 1929.

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 for Roseville Lighting District No. 1," filed October 27, 1928, 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 \$1228.80 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 the "Roseville Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$102.40.

And it is further mutually agreed that no part or portion of said sum of One Thousand and Two Hundred Twenty-eight and 80/100 Dollars (\$1228.80), shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Two Hundred Twenty-eight and 80/100 Dollars (\$1228.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said 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, 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

S. P. McMULLEN

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 15 day of February, 1929.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between San Diego Consolidated Gas & Electric Company and the City of San Diego, California, being Document No. 238385.

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

By August M. Hadstone Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That FEDERAL MOTOR 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 SIX HUNDRED THIRTY-SIX Dollars (\$636.00), 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 February, 1929.

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 - Two ton, six cylinder, Federal motor 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.

FEDERAL MOTOR CO.

ANDREW WOODS, Owner, Principal.

MARYLAND CASUALTY COMPANY, Surety.

By F. F. EDELEN

(F.F.Edelen) Its Attorney-in-Fact.

(SEAL)

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

On this 16th day of February, 1929, before me, C. T. NEILL, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. EDELEN, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. EDELEN as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

(SEAL)

C. T. NEILL

Notary Public in and for said County and State.

I hereby approve the form of the within Bond, this 16th day of February, 1929.

M. W. CONKLING, City Attorney

By CHARLES C. QUITMAN, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, FEB 18 1929.

VIRGILIO BRUSCHI

S. P. McMULLEN

FRANK W. SEIFERT

ET. H. DOWELL.

Members of the Common Council.

(SEAL) ATTEST:

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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18th day of February, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and FEDERAL MOTOR COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Two ton, six cylinder, Federal motor truck, equipped with Woods F-2 hoist; in accordance with the 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 TWO THOUSAND FIVE HUNDRED FORTY and 50/100 DOLLARS (\$2540.50).

Said contractor agrees to complete delivery of said material within 10 days from and after the date of the execution of this contract.

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

Upon delivery of said motor truck, and the acceptance of the same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days from and after the acceptance of the said truck, when on proof that the contract has been fully performed, the balance remaining shall be paid 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 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

FRANK W. SEIFERT

E. H. DOWELL

Members of the Common Council.

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

FEDERAL MOTOR CO.

ANDREW WOODS, owner, Contractor.

I hereby approve the form of the foregoing contract, this 18 day of February, 1929.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Federal Motor Co., and the City of San Diego, California, being Document No. 238492 $\frac{1}{2}$.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 25th day of February, 1929, by and between THE CITY OF SAN DIEGO, California, a municipal corporation, hereinafter designated as the Lessor, and GEORGE R. DALEY, hereinafter designated as 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, as set forth in Subdivision "C", Parcel 43 of that certain trust indenture between the San Dieguito Water Company and the Union Bank & Trust Company, Los Angeles, Trustee, recorded in the office of the County Recorder of San Diego County, in Book 1020 of Deeds, at page 361, et seq., more particularly described as follows:

Beginning at a stake marked "SB-1" on the map or plat of the survey of said Rancho made by Hays, and running thence north 77-1/3° west along the northern boundary of said rancho 4861.5 feet; thence south 15-1/2° west 6370 feet; thence south 84-1/4° east 4913.2 feet to the easterly boundary of said rancho; thence north 15-1/2° east along the said rancho line 5799.1 feet to the place of beginning;

EXCEPTING therefrom all that portion thereof conveyed by Fred H. Roberts and Elizabeth Roberts, his wife, to Elbert Ward, by deed dated February 14, 1911, and recorded in Book 528, page 58 of Deeds, in the office of the County Recorder of San Diego County, California, more particularly 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 marked "SB-1" on the map or plat of the survey made by Hays of said rancho San Bernardo; thence running in a westerly direction as deeded to Fred H. Roberts by David T. Oaks, a distance of 600 feet; thence in a northeasterly direction 3230 feet to an intersection with the east line of the Rancho San Bernardo; thence in a southerly direction along the east line of the Rancho San Bernardo to the point of beginning; (said deed from David T. Oaks, to Fred H. Roberts and wife, above referred to, being recorded in Book 417 of Deeds, at page 300, Records in the County Recorder's Office 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 one (1) year commencing on the 15th day of January, 1929, and ending on the 14th day of January, 1930, and for the total rental of four hundred fifty dollars (\$450.00), payable in advance on the execution 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 at the time and in the manner 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, protect and keep the buildings and other improvements and all personal property located on said 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, improvements or personal property 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, together with the personal property located thereon, 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, or for the purpose of making repairs to or developing the water system of the Lessor.

It is agreed that if any default shall be made by the Lessee in the payment of the rent provided for herein, 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 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, the 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 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.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

G. R. DALEY, Lessee.

I hereby approve the form of the foregoing Lease, this 17 day of Feb., 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George R. Daley and the City of San Diego, California, being Document No. 238695.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

CONTRACT, RULES AND REGULATIONS

(Read them on the back of this sheet NOW)

Pacific Southwest Exposition -- at Long Beach, Calif.

July 27th August 20, Inclusive, 1928.

Auspices of Long Beach Chamber of Commerce.

Communications and checks to
Pacific Southwest Exposition.

Executive Offices-Chamber of
Commerce.

J. David Larson, Manager.

1. This agreement, entered into this 3 day of May, 1928, by and between City of San Diego (hereinafter called the Exhibitor) and the Pacific Southwest Exposition (hereafter called the Management) WITNESSETH: That in consideration of the sum of one dollar, each to the other in hand paid and acknowledged, the Exhibitor agrees to take, lease and occupy space (s) No. 458-457 and 3200~~ft~~ in the Palace of Aviation and Mining Pacific Southwest Exposition (July 27th to August 20, inclusive) as designated on the official diagram, for the sole purpose of exhibiting Airplanes - Mining only, agreeing, in the event of the acceptance of this contract by the management, to install creditable decorations and exhibits and to abide strictly to exhibits, sale or other means of disposal of items specified above, and the management agrees to reserve and hold space in the Pacific Southwest Exposition for said Exhibitor upon and after due acceptance of this agreement by the Management, except as hereinafter provided for.

2. IT IS MUTUALLY AGREED between the parties that Exhibitor shall pay for said space the sum of \$1000.00/100 payable one-half upon signing of this agreement, the receipt whereof is hereby acknowledged and the balance of said principal sum on or before the 15th day of July, 1928. In the event that the Exhibitor fails to pay the balance by July 15th, or fails to completely install his exhibit by July 26th or disregards the rules and regulations herein the sum already paid shall be forfeited to the management as liquidated damages and the Exhibitor shall have no further right thereto or any part thereof nor any right to use or occupy said space.

3. It is further mutually agreed that the Exhibitor shall not donate, assign or sublet the said space.

4. Exhibitor desires the following copy placed on his official sign: Print it, please Will Furnish,

5. IT IS FURTHER MUTUALLY AGREED that all conditions, rules and regulations printed on the reverse side hereof are made a part of this contract and that the Exhibitor agrees to be bound thereby, including any additions or amendments that may be made and duly brought to the attention of the Exhibitor.

6. No agreement, written or verbal, with reference to matters herein contained shall become a part hereof or in any manner alter this contract unless duly endorsed hereon, signed by the parties hereto and approved by the manager of the Pacific Southwest Exposition.

7. The management hereby reserves the right to reject any applications for space or to cancel any contract without the assignment of any particular reason for such action.

8. Exhibitors must obtain their own insurance against risks of all nature. The

signature of this contract by the Exhibitor expressly releases the management, the Long Beach Chamber of Commerce, the Pacific Southwest Exposition, its committees, agents or employees either jointly or severally in their individual or corporate capacities, from any and all liability for any damage, injury or loss to any person, persons or goods from any cause whatever, while said premises are occupied under this contract.

9. This contract has been read in its entirety and signed in triplicate this 3 day of May, 1928.

Number of Season
Tickets required 12.

CITY OF SAN DIEGO
By HARRY C. CLARK, Mayor,
Exhibitor.

Approved and accepted MAY 4 - 1928.

PACIFIC SOUTHWEST EXPOSITION

By J. DAVID LARSON, Manager. L. B. CURLIN, Salesman.

CONDITIONS, RULES AND REGULATIONS

Governing The

PACIFIC SOUTHWEST EXPOSITION

Long Beach, California, July 27 - August 13th, 1928.

TIME. The Exposition will open daily to exhibitors and employees at 9 A. M. The general public will be admitted at 11 A. M. The Exposition will close each night at 11 P. M.

All booths must be completely arranged and ready for the opening on the first day, and the Management will not allow noise or moving of exhibits after this time. Exhibitors must see that their booths and spaces are in order for the daily opening at 11 A. M.

RECEIPT OF GOODS. All goods must be prepaid, plainly marked with the name of the consignor and addressed to the exhibitor, plainly stating his booth or space number, and in care of the Pacific Southwest Exposition, Exposition Grounds, Long Beach, California. Goods will be received only at the exhibitor's entrance by a receiving clerk, who will indicate further disposition. Under no circumstances will goods be received later than July 26th, at 10 A. M. or at any time upon which there are charges of any kind.

ELECTRICAL, WATER, SEWER, AND GAS CONNECTIONS. All work of this character must pass municipal inspection and the rules of the Board of Fire Underwriters. The management will furnish general illumination. With each hundred square feet of space occupied by the exhibitor, the management will also furnish one outlet and extra lighting current to the extent of 200 watts. The management will also furnish water and gas as required. All special wiring, additional electrical energy and installation of water and gas will be at the expense of the exhibitor at prevailing commercial rates.

BOOTHES, EQUIPMENT, SIGNS, ETC. The price set out in this contract includes uniform booths, flooring, railings, background, general lighting and the official sign. It DOES NOT INCLUDE any furnishings, counters, extra lumber, shelves, showcases or other furniture or the fitting up of the interior of the booth. The distribution of literature, etc., in aisles, is prohibited. Season tickets will be issued to exhibitors and employees only.

REMOVALS. No exhibits, or parts thereof, shall be removed from the Exposition without the written consent of the management as to time.

CARE OF EXHIBITS. Booths and spaces must be cleaned daily and put in presentable shape between the hours of 9 A. M. and 10 A. M. The management will have the aisles swept and kept clean, but all exhibitors must, at their own expense, keep their booths arranged and exhibits dusted and in good order. No carpentry or other work will be permitted during opening hours.

The management reserves the right, at its own discretion and without further notice to extend these regulations to points not covered herein.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Space with the Pacific Southwest Exposition, Long Beach, California, and the City of San Diego, California, being Document No. 226941.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 4th day of March, 1929, 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, to-wit:

"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 southwest corner of Pueblo Lot 1355; thence northwesterly along the westerly 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 southerly line of Pueblo Lot 1355 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 first day of January, 1929, to the first day of January, 1930, at a rental of Sixty Dollars (\$60.00) per year, 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 grazing 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 permission of the Common Council of the said City of San Diego.

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 reason-

able 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.

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 it is hereby agreed that if the rent payable hereunder 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 remove all persons therefrom.

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, Lessor herein, and the said 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.

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.

NATHAN L. RANNELLS

I hereby approve the form of the foregoing Lease, this 27 day of February, 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Assistant 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. 238958.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 4th day of March, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 12140 of the ordinances of said City authorizing the execution of this lease, and JIM KAAS and HARRY A. MILENDER, hereinafter designated as the Lessees, WITNESSETH:

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

Beginning at the intersection of the easterly line of La Jolla Canyon Drive with the northerly line of Linda Vista Road; thence north 00° 40' east along the easterly line of La Jolla Canyon Drive, a distance of 150 feet to a point; thence south 89° 20' east a distance of 100 feet to a point; thence south 00° 40' west a distance of 93.96 feet to an intersection with the northerly line of the Linda Vista Road; thence south 61° 24' west, along the northerly line of said Linda Vista Road, a distance of 114.62 feet, more or less, to the point of beginning; for a term of three (3) years from and after the date of the execution of this lease, to-wit, to and including the 4th day of March, 1932, at a monthly rental of forty dollars (\$40.00) per month, payable in advance on the first day of each and every month during said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessees for the purpose of erecting and maintaining thereon an oil station and garage, 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 Lessees have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council of said City.

It is further agreed that the said Lessees shall have the privilege of erecting and maintaining on said premises an oil station and garage, and that upon the termination of this lease the said Lessees may remove from said demised premises all improvements which they have placed thereon; provided, that the premises are left in a condition similar to that which they are now in.

And it is further agreed that if said land is used for any other purpose than as herein specified, or 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 the said premises and remove all persons therefrom.

And said Lessees do hereby covenant, promise and agree to pay said City the said rent, in the manner hereinabove provided, and to perform the covenants herein contained, and at the expiration of said term the said Lessees will peaceably and quietly surrender the possession of said premises to The City of San Diego in as good state and condition as reasonable use thereof will permit.

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

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

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

JIM KAAS

HARRY A. MILENDER, Lessees.

I hereby approve the form of the foregoing Lease, this 26 day of February, 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Kass and Milender from the City of San Diego, California, being Document No. 238995.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 4th day of March, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City," 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. 12141 of the ordinances of said City, authorizing the execution of this lease, and R. L. McKellar, hereinafter designated as the "Lessee," WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained, and the sums of money hereinafter designated to be paid to said City by said Lessee in manner and form as hereinafter provided, the City hereby lets and leases unto the said Lessee, that certain portion of the City's Pueblo Lands lying north of the San Diego River, particularly described as follows, to-wit:

Pueblo Lots Nos. 1272, 1273, 1274, 1275, 1245, 1232, 1203; east 1/2 of Pueblo Lot 1179; south 1/2 of Pueblo Lot 1175; all of Ex-Mission Rancho Lot 35; and that portion of Ex-Mission Lot 32 described as follows; Commencing at the west corner of Lot No. 32 of the Ex-Mission Rancho, according to the Partition Map of same on file in the office of the County Clerk in case of Luco et als. vs. The Commercial Bank et als; thence N. 45° E., 1678.34 feet; thence S. 45° E., 700 feet; thence S. 45° W., 1895.70 feet; thence N. 27°45' W., 732.97 feet to the point or place of beginning;

Ex-Mission Rancho Lot 35, however, being leased subject to the rights heretofore granted in accordance with the terms of a certain lease of said land authorized by Ordinance No. 10478 of the ordinances of The City of San Diego, adopted by the Common Council of said City April 12, 1926, and which lease is recorded in Book 24 of Leases, at page 272, in the office of the County Recorder of San Diego County, California.

Said property is hereby leased to the Lessee for the purpose of drilling for, producing, extracting and taking oil, gas, asphaltum, mineral and other hydro-carbon substances and water from, and storing the same upon said land during the term of this lease, hereinafter specified, with the right to enter upon said land at all times for said purposes, and from time to time to construct, use, maintain, erect, repair, replace and remove thereon and therefrom all buildings, tanks, machinery, telephone and telegraph wires and other structures, including all pipe lines which the Lessee may desire in carrying on his business and mining operations on said premises, with the rights of way for passage over, upon and across, and ingress and egress to and from said premises.

The term of this lease shall be for fifteen (15) years from the date hereof, unless otherwise surrendered or forfeited by the Lessee; provided, however, that at the expiration of said term if any well or wells on said property are still producing in paying quantities, said Lessee shall have the right at his option to continue in possession of such producing wells only; together with so much land surrounding and adjacent to the same as shall be necessary to operate thereon, not to exceed five (5) acres for each well.

The said Lessee hereby covenants and agrees that he will, within twelve (12) months from the date hereof, commence the drilling of a well on said demised premises with a complete rotary or standard rig, and thereafter prosecute the drilling thereof with reasonable diligence and in good faith, until oil, gas or other hydro-carbon substances are found in paying quantities by the Lessee, or until said well has been drilled to a depth of four thousand five hundred (4500) feet, unless formation is encountered at a lesser depth that would indicate to the geologist of the Lessee that further drilling would be unsuccessful.

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) Lessee may at any time after the commencement of drilling, and before the discovery of oil on the demised premises, quitclaim the said property to the City, its successors and assigns, and upon all rights and obligations of the parties hereto, one to the other, shall cease and determine.

(2) After the discovery of oil, the Lessee may at any time quitclaim any part of said land to the City; its successors and assigns. On the expiration of the fifteen (15) year period, Lessee shall have the right to operate, deepen, redrill and properly maintain all producing wells upon said property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operations, not to exceed five (5) acres for each well. Except as herein provided, full right to said land shall revert to the City free and clear of all claims of the Lessee, except that the City, its successors or assigns, shall not drill any wells upon said land within three hundred (300) feet of any producing well; provided, however, that the last limitation on the right of the City to drill shall not apply to the drilling by said City of a well to oil bearing sands at a lower depth than the then existing, producing wells of the Lessee; and provided, further, that the City when going through the oil sand at the depth of the Lessee's producing wells shall properly safeguard the Lessee's rights by proven methods of shutting out water and all other dangers usual to such drilling.

(3) In the event of the cancellation of this lease, either in whole or in part, or the termination hereof under the terms hereof, either by expiration, surrender or forfeiture, the Lessee will well, truly and peaceably surrender up the possession of all of those portions of said leased premises as to which said lease may be cancelled, surrendered or terminated, and execute and deliver to the City a good and sufficient quitclaim deed acknowledging and evidencing such termination and cancellation according to the fact. Should it become necessary to institute a suit to quiet title and clear the record title of said land occasioned by the recording of this lease, the Lessee will pay all costs of suit, including attorney's fees not to exceed one hundred fifty dollars (\$150.00). Upon any such cancellation or termination, the Lessee may, within six months thereafter, remove from said lands any and all tubing, casing, pipe, rigs, machinery and any other equipment that he may have installed or placed thereon; and if not so removed within the said time, such property

becomes the property of the City.

(4) When the Lessee commences the drilling of a well on the premises herein, leased, as hereinabove provided, he shall thereafter continue the drilling thereof with at least one string of tools, with not more than ninety (90) days intervening between the completion of one well and the starting of the next, until the Lessee shall have drilled not less than an average of one well to every ten (10) acres in area on the premises hereby leased.

(5) In the event of the discovery of oil in any well on adjacent property, within two hundred (200) feet of the boundary line of demised premises, and the production of oil therefrom in paying quantities for a period of thirty (30) consecutive days, then within ninety (90) days thereafter a well shall be commenced by the Lessee on the demised property to offset said producing well, at any point within two hundred (200) feet from a line running at right angles to boundary line through said well; said well not to be drilled, however, more than two hundred (200) feet from the boundary line of the demised property; provided, however, that nothing in this paragraph contained shall be construed as obligating the Lessee to drill upon the premises herein authorized to be leased more than an average of one well to every ten (10) acres.

(6) Drilling and pumping operations shall be suspended on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, riots, delays in transportation, interference of State or Federal action, or other causes beyond the reasonable control of the Lessee, or as long as oil of the quality produced on said property shall be less than sixty (60) cents per barrel of forty-two (42) gallons at the well. First well to be completed, however, regardless of conditions stated in this paragraph.

(7) The Lessee shall have the free use of so much of the oil, water or gas produced upon said property as may be required in the operation of the property.

(8) Other than the oil specified in paragraph six (6) hereof, the Lessee shall pay as a rental or royalty for the use of said land, one-eighth (1/8) of all oil, gas, asphaltum, mineral or other hydro-carbon products produced and saved therefrom from each well, said payment to be made in money; and the Lessee shall pay to the City on the 20th day of each and every month the one-eighth (1/8) part in value of all gas, oil or other products herein mentioned at the market price at the well the day the oil is run into pipe line or storage tanks.

(9) Lessee shall keep a log of each well drilled and permit the City to make copies thereof at its own expense. The Lessee shall maintain on the demised land such gauges and devices as may be necessary for measuring all oil produced and all gas saved, and shall forthwith make and keep a record of the measurement of oil secured in tanks and all oil and gas removed from the property and sold or otherwise disposed of. The City shall have the right at all reasonable times, but only in the presence of a representative of the Lessee, to test the correctness of such gauges and devices and may examine such accounts during business hours. The Lessee shall furthermore furnish to the City written monthly statements of the production sold from said premises for the preceding calendar month prior to the fifteenth day of each calendar month.

(10) Lessee shall pay as royalty one-eighth (1/8) of the net proceeds derived from the sale of gas from each well while same is being sold or used off the premises, and in the event settlement shall be made on the twentieth day of each month for gas sold during the preceding month; but nothing in this lease contained shall require Lessee to save or market gas from said lands unless there shall be a surplus above full requirements and a market at the well for same.

(11) If casing-head gasoline is manufactured on the premises, or elsewhere, by the Lessee from the gas produced from said wells, then the Lessee shall pay to the City one-eighth (1/8) of the proceeds of the sale of said gasoline, less the cost of producing and selling same.

(12) The Lessee shall agree in the event it becomes necessary to treat any of the oil produced on said premises to make it marketable, and in the event the Lessee erects a plant for that purpose, upon request, to treat the royalty oil of the City together with his own, charging therefor only the net cost of such treatment.

(13) The Lessee shall pay all taxes on his improvements, and seven-eighths (7/8) of the increase of the taxes resulting from the discovery of oil on the said property and all oil stored on said land on the first Monday in March.

(14) All payments to the City shall be made by paying the same to the City Treasurer, at his office in The City of San Diego, or at any change of address of which Lessee has notice in writing from the City.

(15) A well in paying quantities is hereby defined as a well producing forty (40) barrels of oil per day for thirty (30) consecutive days. This definition shall not apply to wells to be operated on the expiration of the fifteen (15) year period, or on the abandonment of a portion of the premises, and in such cases the Lessee may operate such wells as Lessee in his discretion shall deem sufficiently productive to operate.

(16) Lessee shall carry on all operations in a careful workmanlike manner, and in accordance with the laws of the state of California, The Lessee shall keep full record of the operations and production and sales of products from said property, and such records and operations on the property shall be at all reasonable times open to the inspection of the City. Whenever requested by the City, the Lessee shall furnish to the City a copy of the log of all wells drilled on said property.

(17) The City shall have the right to the use of the surface of said land for agricultural and grazing purposes to such an extent as will not interfere with the proper operation of the Lessee for oil. The Lessee shall agree to conduct his operations so as to interfere as little as is consistent with the economic operations of oil with the use of the land for agricultural and grazing purposes, and shall agree to pay for such damage as may be done to trees or growing crops, being governed by the value thereof. If any of the fences existing on said land are cut by the Lessee for his purpose, the Lessee shall establish a good and substantial gate at such points. Whenever requested by the City in writing, the Lessee shall fence all sump-holes and other openings to safeguard cattle which may be grazing on said land.

(18) No well shall be drilled within two hundred (200) feet of any building on said property at the date of this lease, without written consent of the City.

(19) The City may have the use of any water developed on said property so long as the same is not required by the Lessee. The transportation of such water shall be taken at a point to be indicated by the Lessee and carried to the point of use at the cost and at the sole risk of the City.

(20) Lessee shall bury all pipe lines constructed or maintained by him at least twelve (12) inches below the surface of the ground when so requested by the City in writing at the time of laying said pipe, and shall restore said ground to its original condition, or as near as possible.

(21) The Lessee shall have, at any time, the right to remove any houses, tanks, pipe lines, structures, casing or other equipment, appurtenances or appliances of any kind brought by him upon said land, whether affixed to the soil or not; provided, that in the case of an abandonment of any well, if the City shall desire to retain the same as a water

well, it may notify the Lessee to that effect, and thereupon the Lessee shall leave such casing in the well as the City shall require, and the City shall pay to the Lessee fifty per cent. (50%) of the first cost of such casing.

(22) In the event of any dispute as to any of the terms of this lease, or the performance of any of the conditions herein by the Lessee, the same shall be submitted to arbitration. One arbitrator shall be appointed by each of the parties to said lease, and a third arbitrator by the two so appointed. Any decision by a majority of such arbitrators shall be binding upon both parties.

(23) The interest of the Lessee under this lease shall be subject to forfeiture only upon the conditions and in the manner following, to-wit:

In case the Lessee shall be in default in the performance of any covenant or agreement by him to be done or performed hereunder, and such default shall be of a kind curable with reasonable diligence within thirty (30) days, and shall continue uncured for a period of exceeding thirty (30) days after he has had written notice of said default and the character thereof, or if the Lessee shall not have begun in good faith to remedy any such default, within said period of thirty (30) days after such notice, then and in such case, this lease shall become void at the option of the City, and the Lessee shall thereupon vacate said premises, surrendering the same to the City, and shall execute and deliver to the City a proper quitclaim deed releasing all his rights, title and interest in said demised land, saving only the right to remove his property therefrom as hereinabove provided. But in the event of any such forfeiture, the Lessee shall have the right, subject to the terms of this lease, as to royalty and other matters, to retain any well or wells theretofore completed, or on which work is being done in good faith at the time of such forfeiture, so long as any such well or wells shall continue to produce oil or gas in quantities sufficient to pay to pump or otherwise produce or save, together with a sufficient parcel of land around each well, not to exceed five (5) acres, with rights of access to and from for maintenance and operation of the same.

(24) Any notice from the City to the Lessee may be given by sending the same by registered mail addressed to the Lessee, or his successors or assigns, at 23 Evans Block, Riverside, California. The Lessee may at any time by a written notice to the City change the place of giving notice, and after such written notice to the City by registered mail, the City shall send all notices intended for the Lessee, or his successors or assigns, to the address which may be so indicated.

(25) Any notice from the Lessee to the City may be given by sending the same by registered mail addressed to The City of San Diego, at the City Hall, San Diego, California.

(26) All work done on the land by the Lessee shall be at the Lessee's sole cost and expense, and the Lessee agrees to protect the land of the City from all claims of contractors, laborers or materialmen, and the City may post and keep posted on said land such notices as it may desire in order to protect said land from liens.

(27) On the expiration of this lease, or the sooner termination thereof, Lessee shall quietly and peaceably surrender possession of the premises to the City, and so far as possible cover all sump-holes and excavations made by him and restore the land as nearly as practicable to the condition in which it was received.

(28) The definition of the phrases "commence the drilling of a test well," or "commence the drilling of a well," as used in this lease, shall be understood and agreed to as follows: To purchase materials and equipment, to begin the erection of a derrick, to order other materials and equipment, to thereafter prosecute with diligence the erection of a drilling rig to completion, or to move a complete drilling rig on the property and thereafter prosecute the drilling of a well, with diligence, until completed under the terms of this lease.

(29) This lease shall run to and be binding upon the successors and assigns of the parties hereto, and in the event of an assignment thereof by the Lessee, all obligations on his part shall cease and determine, and be assumed by his assignee or assignees; provided however, that this lease shall not be assigned without the consent in writing of the Common Council of The City of San Diego.

(30) It is mutually agreed between the parties hereto that the Lessee will upon the execution of this lease place in escrow with the Union Trust Company of San Diego a quitclaim deed to the properties herein described, and containing release and surrender of all his rights under this lease, said quitclaim deed to be delivered to the City if the Lessee fails to commence drilling operations within twelve (12) months after the execution of this lease, as provided in the fourth paragraph of this lease, or whenever it is determined that said Lessee has failed to discover gas, oil, or other substances as provided for herein, or in the event of a breach or failure on Lessee's part to perform any of the terms or conditions herein contained.

The said Lessee will on the execution of this lease deposit with The City of San Diego a surety bond in the sum of thousand dollars (\$1000.00), to be approved by the City Attorney and the Common Council of The City of San Diego, as a guarantee for the payment of rental for the first twelve (12) months of this lease; which rental is hereby fixed at one thousand dollars (\$1000.00); provided, however, that on the performance of the conditions, stipulations and terms of this lease, or on the discovery of oil, gas, petroleum or other hydro-carbon substances or mineral in paying quantities, no rental shall be charged, and said surety bond shall be forthwith cancelled and terminated; provided, however, that should Lessee default in any of the terms of this lease, the City shall retain said amount due as rental, as above provided.

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, this 4th day of March, 1929.

THE CITY OF SAN DIEGO.

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

VIRGILIO BRUSCHI

FRANK W. SEIFERT

Members of the Common Council of The
City of San Diego, California.

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk

By _____ Deputy.

R. L. McKELLAR, LESSEE.

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

On this 1st day of March, A. D. 1929, before me, Mabel B. Frear, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. L. McKellar, 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 cer-

tificate first above written.

(SEAL)

MABEL B. FREAR

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

I hereby approve the form of the foregoing Lease this 4 day of March, 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY THAT THE above and foregoing is a full, true and correct copy of Lease with R. L. McKellar and the City of San Diego, California, being Document No. 239120.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 14th day of February, 1929, 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 pursuant to Ordinance No. 12121 of the ordinances of said City, approved January 14th, 1929, as Lessor, and A. R. ROBBINS MARINE ENGINE WORKS, INC., a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at Station 107 of the U. S. Bulkhead line Port of San Diego, as established by the Corps of Engineers U. S. Army; thence south 89° 58' 20" east to an intersection with the west line of Belt Street, according to the official map of that portion of the Municipal Tide Lands of the Bay of San Diego as filed in the office of the City Clerk of The City of San Diego, and marked Document No. 93116; thence northerly along said west line of Belt Street to an intersection with a line parallel to and distant 220 feet northerly from the initial course of this description; thence north 89° 58' 20" west to an intersection with a line on the U. S. Bulkhead line between Stations 108 and 107 produced northerly; thence along said bulkhead line between stations 108 and 107 produced northerly south 0° 01' 40" west a distance of 220 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of years ending on the 15th day of February, 1939, unless sooner terminated as herein provided, at the following rentals:

Twenty-five dollars (\$25.00) per month, payable in advance on the first day of each and every month, for the first three (3) years of said term, and/or until a new or different rental is fixed.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City, to adjust, at the end of said three-year period, and/or at any time thereafter during the remainder of said term, the rental above provided, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Common Council and the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided. The adjustments of rent herein provided for shall be based on the valuation of adjoining property, which valuation to be used for adjustment shall be the valuation fixed for adjoining property by the Assessor for municipal taxation purposes; provided, that if the amount of such rentals cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, and the two arbitrators so selected to select a third. Said arbitrators shall use as a basis for determining the rental the valuation of adjoining property as fixed by the Assessor for municipal taxation purposes.

Neither the whole, nor any part of this lease shall be assignable or transferrable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

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

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

(1) That the demised premises shall be used only and exclusively for the purpose of conducting and maintaining thereon a general boat building and boat repairing business, with the right to construct and maintain thereon such marine ways, machine shops, carpenter shops, wharves, or other structures as may be necessary or convenient for conducting and carrying on the said business.

(2) That all plans for buildings, structures, wharves and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(3) The business of said Lessee to be conducted upon said premises shall be that of a general boat-building and boat-repairing business.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove any and all structures, including wharves, erected on said premises, at its own cost and expense.

(5) It is expressly understood and agreed by said lessee that the Common Council of The City of San Diego and the Harbor Commission of said City may at any time change the boundaries of the premises leased, and may open streets through said premises, in accordance with any plan of harbor improvement adopted by the Common Council of said City, and that the Lessee will remove any structures or buildings from said demised premises as interfere with the carrying out of the adopted harbor plan in any way whatsoever, at its own expense,

and without any claim or right to damages or compensation therefor.

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

(7) In the event that the Lessee shall fail to establish and maintain a general boat-building and boat-repairing business upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(SEAL)

THE CITY OF SAN DIEGO, Lessor.

By M. A. GRAHAM

W. P. CRONAN

J. C. McCLURE

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

(SEAL) ATTEST:

IRA A. ROBBINS, Sec.

A. R. ROBBINS MARINE ENG. WORKS, INC., Lessee.

By A. R. ROBBINS, President.

I hereby approve the form of the foregoing Lease, this 20 day of February, 1929.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with A. R. Robbins Marine Engine Works, Inc., and the City of San Diego, California, being Document No. 239160.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Specifications for Installation of an Ornamental Street Light System on portions of Broadway and Harbor Street, being Document No. 238987.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That L. R. DAVIS 4141 University Avenue, San Diego, 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 ONE HUNDRED FORTY-THREE Dollars (\$143.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 4th day of March, 1929.

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 - 1929 model Ford roadster, 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:

P. BECKMAN
(SEAL)

L. R. DAVIS, Principal
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety.

By MAE WILLIAMS, Attorney.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On this 4th day of March, in the year One Thousand Nine Hundred and twenty-nine 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 Mae Williams 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 5 day of March, 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this Mar 11 1929

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

ATTEST: (Seal)

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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 4 day of March 1929, 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 L. R. DAVIS 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 - 1929 model Ford roadster, with steel express pickup body, with spare rim and carrier, completely equipped as per factory specifications.

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

FIVE HUNDRED SIXTY-EIGHT and 82/100 DOLLARS (\$568.82).

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 ____ 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 FIVE HUNDRED SIXTY-EIGHT and 82/100 DOLLARS (\$568.82).

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.

MAR 11 1929

ATTEST: (SEAL)

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.

ATTEST:

P. BECKMAN

L. R. DAVIS, Contractor.

I hereby approve the form of the foregoing contract, this 5 day of March, 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between L. R. Davis and the City of San Diego, California, being Document No. 239169.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 7th day of March, 1929, 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 pursuant to Ordinance No. 12147 of the ordinances of said City, approved Feb. 4th, 1929, as Lessor, and PETER RASK, 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 of the State of California, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead line between Stations 108 and 107, produced northerly, said point bearing north 0° 01' 40" east and distant 220 feet from Station 107 of the U. S. Bulkhead line, as established by the Corps of Engineers U. S. Army; thence south 89° 58' 20" east to an intersection with the west line of Belt Street, according to the official map of that portion of the Municipal Tide lands of the Bay of San Diego, as filed in the office of the City Clerk of The City of San Diego, and marked Document No. 93116; thence northerly along the west line of Belt Street to an intersection with a line parallel to and distant 150 feet northerly from the initial line of this description; thence north 89° 58' 20" west to an intersection with the U. S. Bulkhead line between Stations 108 and 107 produced northerly; thence along said Bulkhead line produced northerly, south 0° 01' 40" west a distance of 150 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of years ending on the 7th day of March, 1939, unless sooner terminated as herein provided, at the following rentals:

Twenty-five dollars (\$25.00) per month, payable in advance on the first day of each and every month, for the first three (3) years of said term, and/or until a new or different rental is fixed.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City, to adjust, at the end of said three-year period, and/or at any time thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Common Council and the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided. The adjustments of rent herein provided for shall be based on the valuation of adjoining property, which valuation to be used for adjustment shall be the valuation fixed for adjoining property by the Assessor for municipal taxation purposes; provided, that if the amount of such rentals cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, and the two arbitrators so selected to select a third. Said arbitrators shall use as a basis for determining the rental the valuation of adjoining property as fixed by the Assessor for municipal taxation purposes.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

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

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

(1) That the demised premises shall be used only and exclusively for the purpose of conducting and maintaining thereon a general boat building and boat repairing business, with the right to construct and maintain thereon such marine ways, machine shops, carpenter shops, wharves, or other structures as may be necessary or convenient for conducting and carrying on the said business.

(2) That all plans for buildings, structures, wharves and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(3) The business of said Lessee to be conducted upon said premises shall be that of a general boat-building and boat-repairing business.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove any and all structures, including wharves, erected on said premises, at his own cost and expense.

(5) It is expressly understood and agreed by said Lessee that the Common Council of The City of San Diego and the Harbor Commission of said City may at any time change the boundaries of the premises leased, and may open streets through said premises, in accordance with any plan of harbor improvement adopted by the Common Council of said City, and that the Lessee will remove any structures or buildings from said demised premises as interfere with the carrying out of the adopted harbor plan in any way whatsoever, at his own expense, and without any claim or right to damages or compensation therefor.

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

(7) In the event that the Lessee shall fail to establish and maintain a general boat-building and boat-repairing business upon the said demised land, or shall fail to ful-

fill 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 under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego 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 M. A. GRAHAM

W. P. CRONAN

J. C. McCLURE

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

(SEAL) ATTEST:
ALLEN H. WRIGHT

PETER RASK Lessee.

I hereby approve the form of the foregoing Lease, this 13 day of March, 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease to Peter Rask from the City of San Diego, California, being Document No. 239526.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FOUR HUNDRED AND FIFTY-SIX DOLLARS (\$1,456.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of March, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY has entered into 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 work upon LA JOLLA BOULEVARD, PROSPECT STREET, PROSPECT PLACE, GIRARD AVENUE, WALL STREET and HERSCHEL AVENUE, in the City of San Diego, California, within the limits and as particularly described in Resolution of Intention 47677, adopted by the Common Council October 29, 1928, and on file in the office of the City Clerk of said City, 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 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) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS AND
ELECTRIC COMPANY

By E. M. KLAUBER, Principal.

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS, Resident Vice-
President
Surety

(SEAL) ATTEST:
ARCHIE R. GOWAN,
Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking this 15 day of March, 1929.

M. W. CONKLING, City Attorney

By CHARLES C. QUITMAN, Deputy City
Attorney

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

On this 14th day of March, in the year nineteen hundred twenty-nine, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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.

FRANCES S. BOWERS

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

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 49207 passed and adopted on the 25th day of February, 1929, require and fix the sum of \$1,456.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of The City of San Diego.

By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.

LA JOLLA LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 18th day of March, 1929, by and between SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY a corporation organized and existing under

and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

LA JOLLA BOULEVARD, between the northerly line of Genter Street produced west and the southerly line of Prospect Street;

PROSPECT STREET, between the westerly line of La Jolla Boulevard and the termination of said Prospect Street in Prospect Place;

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;

GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street;

WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe; and

HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado Street;

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, 1929, and ending on the 31st day of December, 1929.

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" filed November 15, 1928, 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 \$5,821.80, as follows: Twelve (12) 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 "La Jolla Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$485.15.

And it is further mutually agreed that no part or portion of said sum of FIVE THOUSAND EIGHT HUNDRED TWENTY-ONE and 80/100 DOLLARS (\$5,821.80), 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 EIGHT HUNDRED TWENTY-ONE and 80/100 DOLLARS (\$5,821.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said 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, 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 AND ELECTRIC COMPANY,
By L. M. KLAUBER

ATTEST: (SEAL)
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 15 day of March, 1929.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, 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 with the City of San Diego, California, re Lighting La Jolla Boulevard, et al, being Document No. 239551.

ALLEN H. WRIGHT
CITY CLERK OF THE CITY OF SAN DIEGO, CALIFORNIA.

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$1196.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of March, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon SUNSET CLIFFS BOULEVARD, CORDOVA DRIVE, CORNISH DRIVE, SORRENTO DRIVE, BARCELONA DRIVE, CALAVERAS DRIVE, OSPREY STREET, PIEDMONT DRIVE, HILL STREET, MARSEILLES STREET, MONACO STREET, BRINDISI STREET, ALGECIRAS STREET, CARMELO STREET, CASITAS STREET, LADERA STREET, ALEXANDRIA DRIVE, TRIESTE DRIVE, MOANA DRIVE, TARENTO DRIVE, RENAUD STREET, CATALINA

BOULEVARD, POINT LOMA AVENUE, VALENCIA DRIVE, LA PALOMA STREET, VARONA STREET and SANTA BARBARA STREET, in the City of San Diego, California; within the limits and as particularly described in Resolution of Intention No. 46519, adopted by the Common Council July 30, 1928, and on file in the office of the City Clerk, 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 AND ELECTRIC COMPANY
By L. M. KLAUBER, Principal
THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS, Resident Vice-President - Surety.

(SEAL) ATTEST:
ARCHIE R. GOWAN
Resident Assistant Secretary
STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO,) ss.

On this 14th day of March, in the year nineteen hundred twenty-nine, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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 foregoing Undertaking this 15 day of March, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 49208 passed and adopted on the 25th day of February, 1929, require and fix the sum of \$1,196.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING SUNSET CLIFFS LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 18th day of March, 1929, by and between SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit:

The easterly side of SUNSET CLIFFS BOULEVARD, between Ladera Street and Hill Street;
CORDOVA DRIVE, between Ladera Street and Hill Street;
CORNISH DRIVE, between Ladera Street and Novara Street;
SORRENTO DRIVE for its entire length;
BARCELONA DRIVE, between Osprey Street and Alexandria Drive;
CALAVERAS DRIVE, between Barcelona Drive and Osprey Street;
OSPREY STREET, between Cornish Drive and Novara Street;
PIEDMONT DRIVE, between Novara Street and Alexandria Drive;
HILL STREET, between Cordova Drive and Catalina Boulevard (except the southerly side of said Hill Street, between Cornish Drive and Catalina Boulevard);
MARSEILLES STREET, between Cordova Drive and Cornish Drive;
MONACO STREET, between Sunset Cliffs Boulevard and Cornish Drive;
BRINDISI STREET, between Cordova Drive and Cornish Drive;
ALGECIRAS STREET, between Cordova Drive and Cornish Drive;
CARMELO STREET, between Sunset Cliffs Boulevard and Cornish Drive;
CASITAS STREET, between Cordova Drive and Cornish Drive;
The northerly side of LADERA STREET, between Sunset Cliffs Boulevard and Cornish Drive;

ALEXANDRIA DRIVE, between Hill Street and Point Loma Avenue;
Trieste Drive, between Santa Barbara Street and Point Loma Avenue;
MOANA DRIVE, between Hill Street and Point Loma Avenue; (except the easterly side of said Moana Drive, between Varona Street and La Paloma Street);
TARENTO DRIVE, between Hill Street and Renaud Street;
RENAUD STREET, between La Paloma Street and Point Loma Avenue, and between Varona Street and Catalina Boulevard;

The westerly side of CATALINA BOULEVARD, between Santa Barbara Street and Varona Street, and between La Paloma Street and Point Loma Avenue;

The southwesterly side of POINT LOMA AVENUE, between Trieste Drive and Catalina Boulevard;

VALENCIA DRIVE, between Trieste Drive and Moana Drive;
The northerly side of LA PALOMA STREET, between Moana Drive and Catalina Boulevard;
The southerly side of VARONA STREET, between Moana Drive and Catalina Boulevard;
SANTA BARBARA STREET, between Trieste Drive and its termination in Hill Street and Catalina Boulevard;

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

of appliances shall be for the period of one year and one month from and after September 1st, 1928, to-wit, to and including September 30th, 1929.

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, Sunset Cliffs Lighting District No. 2", filed September 1, 1928, 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 \$4,782.40, as follows: Twelve (12) 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 "Sunset Cliffs Lighting District No. 2 Fund"; each of said monthly warrants to be drawn for the sum of \$367.88, and one warrant for the sum of \$363.84 to cover the additional one month of said term.

And it is further mutually agreed that no part or portion of said sum of FOUR THOUSAND SEVEN HUNDRED EIGHTY-TWO and 40/100 DOLLARS (\$4,782.40) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs 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 FOUR THOUSAND SEVEN HUNDRED EIGHTY-TWO and 40/100 DOLLARS (\$4,782.40).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 AND ELECTRIC COMPANY,

(SEAL) ATTEST:
M. B. FOWLER

By L. M. KLAUBER
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI

(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.

I hereby approve the form of the foregoing Contract, this 15 day of March, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, 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. 239550.

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

By Helen M. Willig Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 10 day of January, 1929, 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 pursuant to Ordinance No. 12072 of the ordinances of said City, approved December 10th, 1928, as Lessor, and SAN DIEGO AND CORONADO FERRY COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the point of intersection of the westerly prolongation of the southerly line of Market Street with the southerly prolongation of the westerly line of Atlantic Street; thence west a distance of 8.00 feet to the true point of beginning; thence continuing west a distance of 35.00 feet to a point; thence south a distance of 551.06 feet to a point; thence south 9° 26' west a distance of 140.34 feet to a point; thence south a distance of 120.50 feet to a point; thence south 23° 32' west a distance of 404.16 feet to a point on the Pierhead line as established by the Board of Engineer Officers (Corps of Engineers, U. S. A.); thence along said Pierhead line south 50° 50' east a distance of 518.98 feet to a point; thence north a distance of 421.91 feet to a point; thence north 40° 58' 31" west a distance of 195.35 feet to a point; thence north 0° 05' 30" east a distance of 926.43 feet to a point; thence west 56.40 feet to a point; thence north 12.50 feet to the true point of beginning.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of years ending on the 15th day of February, 1970, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars (\$100.00) per month, payable in advance on the first day of each and every month, for the first five (5) years of said term, and/or until a new or different rental is fixed.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City, to adjust, at the end of said five-year period, and at the end of each five-year period thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Common Council and the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided. The adjustments of rent herein provided for shall be based on the valuation of adjoining property, which valuation to be used for adjustment shall be the valuation fixed for adjoining property by the Assessor for municipal taxation

purposes; provided, that if the amount of such rentals cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, so selected to select a third. Said arbitrators shall use as a base for determining the rental the valuation of adjoining property as fixed by the Assessor for municipal taxation purposes.

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; provided, however, that the lessee shall have the right and privilege of subletting to the San Diego Electric Railway Company the car tracks and overhead facilities located on said leased premises.

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

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

(1) That the demised premises shall be used for the following purposes, and none other:

For the erection, construction and maintenance thereon of buildings and wharf structures necessary and convenient to carry railway tracks, roadways and other facilities to transport passengers and freight to and from the ferry-boats and property of the Lessee; also for ferry landings and approaches thereto in connection with the operation of ferries between San Diego and Coronado Beach; and for the construction, erection and maintenance of slips, aprons and other necessary equipment for the conduct of a general ferry and wharf business for hire.

(2) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove any and all structures, including wharves and slips erected on said premises, at its own cost and expense.

(3) That all plans for buildings, structures and other improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(4) That the right is hereby expressly reserved by and to the Common Council of The City of San Diego and the Harbor Commission of said City at any time to change the boundaries of the premises hereby leased, and to open streets through said premises, in accordance with any plan of harbor improvement adopted by the Common Council of said City.

(5) The business of said lessee to be conducted upon said premises shall be that of operating ferries for the transportation of vehicles and passengers between San Diego and Coronado Beach.

(6) That 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.

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

(8) Reference is hereby made to all laws as now existing, and as may be hereafter amended or enacted applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease with like effect as though the same were expressly set forth herein.

(9) In the event the lessee shall fail to establish and maintain the business of operating a public ferry service, as hereinabove set forth, 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 or meet the conditions by it under this lease undertaken, then and in that event this lease, and all of the rights of the lessee hereunder shall terminate, and the said lessee shall remove from said demised premises, and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and hereunder; and the said Lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinabove mentioned.

(10) It is agreed that if by reason of any bridge over San Diego Bay, or tunnel underneath thereof, or other public improvement over which the Lessee has no control, it shall become advisable to discontinue the operation of a public ferry service, the Lessee may, at its option, surrender this lease, in which event all further liability of the Lessee hereunder shall at once cease.

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

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk

THE CITY OF SAN DIEGO, Lessor
By M. A. GRAHAM
J. C. McCLURE

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

(SEAL) ATTEST:
R. L. REGAL
Assistant Secretary

THE SAN DIEGO AND CORONADO FERRY COMPANY
Lessee

By W. CLAYTON, Vice President
APPROVED AS TO FORM.

MORRISON, HOHFELD, FOERSTER, SHUMAN & CLARK
By F. A. COBB MAR 20 1929

Name Date

O. K., S. E. MASON

I hereby approve the form of the foregoing Lease, this 15 day of March, 1929.

M. W. CONKLING, City Attorney.

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with San Diego and Coronado Ferry Company, being Document No. 240460.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By Helen M. Willis Deputy.

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC TANK AND PIPE COMPANY, Department 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 ONE THOUSAND ONE HUNDRED EIGHTY-FIVE Dollars (\$1185.00), 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 March, 1929.

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:

2400 - 2 piece bands, 1-2" x 6'4", two shoes;
 3750 - 9/16" x 11'2" one shoe bands;
 100 - 5/8" x 11'3" one shoe bands;
 250 - 9/16" x 10'8", one shoe bands;
 1500 - 9/16" x 9'8", one shoe bands;
 1000 - 5/8" x 10'2", one shoe bands;

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:

O. W. WEIBEL, Secy.

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

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

On this 26th day of March in the year one thousand nine hundred and Twenty-nine, 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.

(SEAL)

AGNES L. WHYTE

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

I hereby approve the form of the within Bond, this 28 day of March, 1929,

M. W. CONKLING, City Attorney

By C. L. Byers, Deputy City
 Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this APR. 1 1929 day of __, 192__.

(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 1st day of April, 1929, 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, Department 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:

2400 - 2 piece bands, 1/2" x 6'4", two shoes;
 3750 - 9/16" x 11'2", one shoe bands;
 100 - 5/8" x 11'3", one shoe bands;
 250 - 9/16" x 10'8", one shoe bands;
 1500 - 9/16" x 9'8", one shoe bands;
 1000 - 5/8" x 10'2", one shoe bands;

F.o.b. San Diego;

All in accordance with the plans and 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:

2400 - 2 piece bands, 1/2" x 6'4", two shoes, each	\$ 0.58
3750 - 9/16" x 11'2", one shoe bands, each	\$ 0.51
100 - 5/8" x 11'3", one shoe bands, each	\$ 0.60
250 - 9/16" x 10'8", one shoe bands, each	\$ 0.49
1500 - 9/16" x 9'8", one shoe bands, each	\$ 0.46
1000 - 5/8" x 10'2", one shoe bands, each	\$ 0.56

Said contractor agrees to begin delivery of said material within " " days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of May, 1929.

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:

For 2400 - 2 piece bands, 1/2" x 6'4", two shoes, the sum of - - - - - \$1,392.00;
 " 3750 - 9/16" x 11'2", one shoe bands, the sum of - - - - - \$1,912.50;
 " 5100 - 5/8" x 11'3", one shoe bands, the sum of - - - - - \$ 60.00;
 " 250 - 9/16" x 10'8", one shoe bands, the sum of - - - - - \$ 122.50;
 " 1500 - 9/16" x 9'8", one shoe bands, the sum of - - - - - \$ 690.00;
 " 1000 - 5/8" x 10'2", one shoe bands, the sum of - - - - - \$ 560.00.

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 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.

PACIFIC TANK AND PIPE CO.

Department of

TILDEN LUMBER AND MILL CO.

E. M. TILDEN, Pres.

Contractor.

(SEAL) APR 1-1929.

ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

(SEAL) ATTEST:

A. W. WEIBEL, Secy.

I hereby approve the form of the foregoing contract, this 28 day of March, 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pacific Tank & Pipe Co., and the City of San Diego, California, being Document No. 240481.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 1st day of April, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the Lessor, and FRANK C. JONES, hereinafter designated as 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, particularly described as follows, to-wit:

All that certain tract of land situate in the County of San Diego, State of California, and lying between the 315 foot contour and the 395 foot contour of Lake Hodges, not submerged or required for water development, more particularly described as follows:

Beginning at the intersection of the 395 foot contour of Hodges Reservoir with the easterly line of the Rancho San Bernardo; thence following said 395 foot contour in a westerly and northwesterly direction to its intersection with the easterly line of that parcel of land described in a certain lease which is Document No. 209808, on file in the office of the City Clerk of said City of San Diego; thence following the easterly line of said parcel of land last above mentioned, to its intersection with the 315 foot contour of said Hodges Reservoir; thence following said 315 foot contour in an easterly and northeasterly direction to its most easterly point; thence in an easterly direction following the southerly line of that certain parcel of land described in the lease which is Document No. 232158, on file in the office of the City Clerk of said City of San Diego, to an intersection with the easterly boundary of the Rancho San Bernardo; thence in a southerly and southwesterly direction following said easterly boundary of the Rancho San Bernardo to the place 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 23rd day of February, 1929, and ending on the 22nd day of February, 1932, and for the rental of one hundred ninety-one dollars (\$191.00) per annum, payable semiannually.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental at the time and in the manner 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, protect and keep the buildings and other improvements and all personal property located on said 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, improvements or personal property 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, together with the personal property located thereon, 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.

(c) That Lessee will use the land herein leased for agricultural purposes only, and will erect suitable fences thereon, which fences, upon the termination of this lease, shall become the property of the Lessor.

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 enter said lands for inspection, for the purpose of water development, and/or the right to cancel

this lease in the event that the Lessor deems the use of the land necessary for water development, either by raising the height of the present Lake Hodges Dam, or by erecting a new dam in the Lake Hodges Reservoir basin; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) 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. In the event that this lease is terminated as hereinbefore mentioned, it shall become null and void.

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, or for the purpose of making repairs to or developing the water system of the Lessor.

It is agreed that if any default shall be made by the Lessee in the payment of the rent provided for herein, 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 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, the 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 said City, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO. Lessor.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

M. W. CONKLING, City Attorney

By HARRY S. CLARK, Deputy City Attorney.

(SEAL) APR 1-1929

ATTEST:

ALLEN H. WRIGHT, City Clerk

F. C. JONES, Lessee

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Lease, this 27th day of March, 1929.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Frank C. Jones, being Document No. 240488.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadleton* Deputy.

LEASE

THIS AGREEMENT, made and entered into this 1st day of April, 1929, 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 O. V. SEXSON, of the County of San Diego, State of California, hereinafter called the Lessee, WITNESSETH:

That the said Lessor does, by these presents lease, demise and let unto the said Lessee the following described property belonging to said City of San Diego, to-wit:

All of Pueblo Lots 1269 and 1272, and that portion of Pueblo Lot 1293 lying south of the Santa Fe Railroad, of the Pueblo Lands of The City of San Diego; for a period of time extending from the 5th day of March, 1929, to and including the 5th day of March, 1932; at a rental of Two Hundred Fifty Dollars (\$250.00) per year, 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 grazing 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 permission of the Common Council of the said City of San Diego.

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 with 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.

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 it is hereby agreed that if the rent payable hereunder 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 remove all persons therefrom.

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, Lessor herein, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

(SEAL) APR 1-1929

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.
O. V. SEXSON, Lessee.

I hereby approve the form of the foregoing Lease, this 1 day of March, 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with O. V. Sexson and the City of San Diego, California, being Document No. 240521.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 25th day of March, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, and JOHN J. FREEMAN, Chairman of the North San Diego Chamber of Commerce, and his successors in Office, hereinafter designated as the Lessee, WITNESSETH:

That pursuant to the provisions of Ordinance No. 12137 of the Ordinances of the City of San Diego, approved January 28th, 1929, 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, to-wit:

The northeasterly seventy-five (75) feet of Lot Four (4) in Block Four hundred thirty-six (436), of Old San Diego; together with the buildings located on said premises, for a term of ten (10) years from and after the 5th day of February, 1929, to-wit, to and including the 4th day of February, 1939, at a yearly rental of one dollar (\$1.00), payable in advance on the 5th day of February of each year of said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, his successors and assigns, hereby covenant and agree to and with the City, fully to observe, keep and perform:

- (1) Said premises shall be used for public welfare and community purposes;
- (2) The San Diego Public Library shall have the right and privilege to maintain a branch library in the building located on said premises; and said City shall be allowed to use said building for City Elections without charge.
- (3) Said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any other purposes than as hereinabove provided, without the written consent of the City having been first obtained; and if so assigned, let or underlet, used or permitted to be used without such written consent, the City may re-enter and relet the premises, and this lease, by such unauthorized act, shall become void if the City shall so determine and elect;
- (4) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessee shall be permitted, and he hereby agrees to make all necessary repairs and improvements to said property consistent with the general condition of said premises that may be necessary for the purposes for which said premises are leased; and that upon the expiration of the term of this lease, said lessee will peaceably and quietly surrender to the said City the possession of said premises, together with all improvements of any kind or character now situate or hereafter placed on said property, in as good state and condition as reasonable use thereof will permit, damage by the elements alone excepted.
- (5) That the City shall not be required to make any expenditure of money on said property, excepting assessments for public improvements;
- (6) That the Lessee shall furnish and pay for the water used on said premises;
- (7) That in case of the violation by the Lessee of any of the terms and conditions of this lease, the same shall automatically cease and become null and void and of no effect; and the City shall have the right to enter and take possession of said premises. Should the City fail to take possession, such failure shall not be construed as a waiver, and such right of entry shall continue until so exercised.

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

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

JOHN J. FREEMAN
Chairman of the North San Diego Chamber of Commerce.
LESSEE.

I hereby approve the form of the foregoing Lease this 27 day of Feb., 1929.

M. W. CONKLING, City Attorney.
By C. L. BYERS, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with John J. Freeman, being Document No. 240137.

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 CALIFORNIA FILTER COMPANY, 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 FOUR HUNDRED FORTY-FIVE Dollars (\$445.00), 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 second day of April, 1929.

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:

155 - tons of Monterey filter sand, in approximately 100-pound sacks, f.o.b. 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.

CALIFORNIA FILTER CO.

By PAUL F. BOVARD, Secy.
Principal

(SEAL) Attest:

J. F. ROBERTS

NATIONAL SURETY CO.

Surety.

By H. C. ROACH,
Attorney in Fact.

(SEAL) Attest:

AVIS E. HOWARD

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On the 2nd day of April, in the year One Thousand Nine Hundred and Twenty-Nine before me, DOROTHY H. McLENNAN, 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 H. C. Roach known to me to be the Attorney-in-fact 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 person 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.

DOROTHY H. McLENNAN

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

(SEAL)

My Commission Expires,
Dec. 23, 1930.

I hereby approve the form of the within Bond, this 4th day of April, 1929.

M. W. CONKLING

City Attorney.

By CHARLES C. QUITMAN

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 April, 1929.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

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 8th day of April, 1929, 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 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:

155 - Tons of Monterey filter sand, in approximately 100-pound sacks; uniformity co-efficient 1.5, effective size 0.35 to 0.45 M.M. Delivery f.o.b. San Diego.

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

The sum of Eleven and 50/100 Dollars (\$11.50) per ton, net, inclusive of sacks; the sum of five cents (5¢) to be paid by the contractor to the City for each empty sack returned to said contractor, delivered in reasonable condition in bundles f.o.b. Lake Majella, California.

Said contractor agrees to begin deliver 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 20th day of April, 1929.

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:

Eighty-five per cent. (85%) of the said contract price shall be paid said contractor upon completion of delivery of said Filter sand and acceptance thereof by said City, and fifteen per cent. (15%) of the whole contract price shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of said filter sand by the Common Council, at which time the balance remaining shall be paid 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 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

Members of the Common Council.

CALIFORNIA FILTER CO.

By PAUL F. BOVARD, Secy.

Contractor.

(SEAL) ATTEST: APR 8, 1929.

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

(SEAL) ATTEST:

J. F. ROBERTS

I hereby approve the form of the foregoing contract, this 4 day of April, 1929.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with California Filter Co. and the City of San Diego. Being Document No. 241153.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Kadstrom* Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 22d day of April, 1929, 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;

for a term ending on the 31st day of October, 1929, 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 the 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 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.

APR 22, 1929

(SEAL) Attest:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Agreement of Lease, this 16 day of April, 1929.

M. W. CONKLING

City Attorney.

By C. L. BYERS

Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with William Dillow and the City of San Diego. Being Document No. 241605.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Kadstrom* Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That THE LITTLE RIVER REDWOOD COMPANY, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED NINETEEN Dollars (\$719.00), 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 12th day of April, 1929.

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:

2500 - 9/16" x 9'8", one shoe round mild steel bands for 30" wood stave pipe; and

3500 - 9/16" x 11'2", one shoe mild steel bands for 36" wood stave 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.

THE LITTLE RIVER REDWOOD CO.

H. W. COLE, V.P. & G.M.

(SEAL)

Principal.

PACIFIC INDEMNITY COMPANY

Surety.

By E. K. McCORRY

Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA,
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 12th day of April in the year one thousand nine hundred and twenty-nine, before me, Dorothy H. McLennan a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. K. McCorry 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 E. K. McCorry 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.

DOROTHY H. McLENNAN

Notary Public in and for San Francisco City and County, State of California.

(SEAL)

I hereby approve the form of the within Bond, this 16 day of April, 1929.

M. W. CONKLING

City Attorney.

By C. L. BYERS,

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 April, 1929.

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.

CONTRACT

THIS AGREEMENT, Made and entered into at the City of San Diego, State of California, this 22d day of April, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and THE LITTLE RIVER REDWOOD 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:

2500 - 9/16" x 9'8", one shoe round mild steel bands for 30" wood stave pipe; and

3500 - 9/16" x 11'2", one shoe mild steel bands for 36" wood stave pipe; f.o.b.

San Diego;

In accordance with the plans and 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:

2500 - 9/16" x 9'8", one shoe round mild steel bands for 30" wood stave pipe, each \$ 0.45

3500 - 9/16" x 11'2", one shoe mild steel bands for 36" wood stave pipe, each, \$ 0.50

Said contractor agrees to begin delivery of said material within ___ days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of April, 1929.

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:

For 2500 - 9/16" x 9'8", one shoe round mild steel bands for 30" wood stave pipe, at \$ 0.45 each, the sum of \$ 1125.00;

For 3500 - 9/16" x 11'2", one shoe mild steel bands for 36" wood stave pipe, at \$ 0.50 each, the sum of \$ 1750.00.

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.

APR 22 1929

(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.

THE LITTLE RIVER REDWOOD CO.
H. W. COLE, V.P. & G.M.
Contractor.

(SEAL)

I hereby approve the form of the foregoing contract, this 16 day of April, 1929.
M. W. CONKLING
City Attorney.
By C. L. BYERS
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Little River Redwood Co. and the City of San Diego. Being document No. 241609.
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 STUBBS MOTOR CORPORATION, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED TWO Dollars (\$202.00), 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 APRIL, 1929.

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 - 1-1/2 ton Ford truck with closed cab and express body, to include spare wheel and rack, 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)

STUBBS MOTOR CORPORATION
JOE STUBBS JR
T. M. ALLAN
HYDE L. CLARK
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety
By L. EDWARD HED
Its Attorney-in-Fact.

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

On this 16th day of April in the year one thousand nine hundred and Twenty-Nine, before, Dorothy Stevely, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. Edward Hed, 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 L. Edward Hed 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.

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

(SEAL)
My Commission Expires,
Feb. 25, 1933.

I hereby approve the form of the within Bond, this 18 day of April, 1929.
M. W. CONKLING
City Attorney
By C. L. BYERS
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 April, 1929.

(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 22d day of April, 1929, 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 STUBBS MOTOR CORPORATION party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - 1-1/2 ton Ford Truck with closed cab and express body, to include spare wheel and rack;

TIRES: Front, 30" x 5"; rear 32" x 6";
BODY: Dimensions, width 4', length 7'2" inside;
COLOR: Commercial green

f o. b. San Diego.

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 EIGHT DOLLARS (\$808.00).

Said contractor agrees to deliver said material immediately after the date of the execution of this contract.

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

The sum of EIGHT HUNDRED EIGHT DOLLARS (\$808.00).

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.

APR 22 1929

(SEAL) Attest:

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

Deputy.

STUBBS MOTOR CORPORATION
JOE STUBBS JR.,
Contractor.

I Hereby Approve the form of the foregoing contract, this 18 day of April, 1929.

M. W. CONKLING
City Attorney.

By C. L. BYERS
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Stubbs Motor Corp. and the City of San Diego. Being Document No. 241666.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

UNDERTAKING FOR STREET LIGHTING FIVE POINTS LIGHTING DISTRICT NO. 2.

KNOW ALL MEN BY THESE PRESENT, 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 THIRTY DOLLARS (\$430.00), 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 18th day of April, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO. has entered into 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 work upon WEST ATLANTIC STREET, HARASTHY STREET and HANCOCK STREET, within the limits and as particularly described in Resolution of Intention No. 48331, adopted by the Common Council of said City on December 17, 1928, 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

Principal.

(SEAL) Attest:

M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT, SURETY.
Resident Vice-President.

(SEAL) Attest:

Archie R. Gowan
Resident Assistant Secretary.

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

On this 18th day of April, in the year nineteen hundred twenty-nine, 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 Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan in my presence, and their signatures thereto are genuine.

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

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 18 day of April, 1929.

M. W. CONKLING

City Attorney.

By CHARLES C. QUITMAN
Deputy City Attorney

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 49616 passed and adopted on the 8th day of April, 1929, require and fix the sum of \$430.00 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)

CONTRACT FOR STREET LIGHTING FIVE POINTS LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 22d day of April, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit:

WEST ATLANTIC STREET, between the northwesterly curb line of Harasthy Street and the southeasterly line of Witherby Street;

HARASTHY STREET, between the southwesterly line of California Street and the northeasterly line of West Atlantic Street; and

HANCOCK STREET, between the southeasterly line of Harasthy Street and the northwesterly curb line of Emory Street;

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 eight months and four days from and after the 1st day of December, 1928, to-wit, to and including the 4th day of August, 1929.

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 #2", filed January 16, 1929 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 \$1714.08, as follows:

Eight 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 "Five Points Lighting District No. 2 Fund", each of said monthly warrants to be drawn for the sum of \$210.60, and one warrant for the sum of \$29.28 to cover the additional four days of said term.

And it is further mutually agreed that no part or portion of said sum of ONE THOUSAND SEVEN HUNDRED FOURTEEN and 08/100 DOLLARS (\$1714.08) shall be paid out of any other fund than said special fund designated as "Five Points 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 ONE THOUSAND SEVEN HUNDRED FOURTEEN and 08/100 DOLLARS (\$1714.08).

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 expenses of said work nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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

(SEAL) Attest:
M. B. FOWLER

APR 22 1929

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

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN A
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 18th day of April, 1929.

M. W. CONKLINGG
City Attorney.
By CHARLES C. QUITMAN
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Cons. G & E Co and the City of San Diego. Being Document No. 241697.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED DOLLARS (\$600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of April, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon GARNET STREET, between the westerly line of Cass Street and the northeasterly line of Ocean Boulevard, 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
By L. M. KLAUBER, Principal

(SEAL) Attest:
M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT
Resident Vice-President
Surety.

(SEAL) Attest:
ARCHIE R. GOWAN
Resident Assistant Secretary

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

On this 18th day of April, in the year nineteen hundred twenty-nine, 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 Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 18 day of April, 1929.

M. W. CONKLING
City Attorney.
By CHARLES C. QUITMAN
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 49615 passed and adopted on the 8th day of April, 1929, 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.
By FRED W. SICK
Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING.
GARNET STREET LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 22d day of April, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 westerly 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 a period of one year from and after the 25th day of April, 1929, to-wit, to and including the 24th day of April, 1930.

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", filed January 12, 1929, in the Office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of TWO THOUSAND TWO HUNDRED THIRTY-SIX and 80/100 DOLLARS (\$2236.80), 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 the "Garnet Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of One Hundred Eighty-six and 40/100 Dollars (\$186.40).

And it is further mutually agreed that no part or portion of said sum of TWO THOUSAND TWO HUNDRED THIRTY-SIX and 80/100 DOLLARS (\$2236.80) 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 TWO THOUSAND TWO HUNDRED THIRTY-SIX and 80/100 DOLLARS (\$2236.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said 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, 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 AND ELECTRIC COMPANY
By L. M. KLAUBER

APR 22 1929

(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 18 day of April, 1929.

M. W. CONKLING
City Attorney.
By CHARLES C. QUITMAN
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between San Diego Cons. G & E Co and the City of San Diego. Being Document No. 241698.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 25 day of April, 1929, 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 pursuant to Ordinance No. 12217 of the Ordinances of said City, approved on the 25 day of March, 1929, as Lessor, and THE GENERAL MARINE WORKS, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Lots Four (4) and Five (5), of Block Three (3), of Municipal Tide Lands Subdivision No. 1; and also that portion of the water front lying immediately in front of said lots, between the southwesterly prolongation of the outside lines of said lots, and extending southwesterly therefrom a distance of three hundred (300) feet.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a term of ten (10) years from and after the date of the execution of this lease, to-wit: to and including the 25th day of March, 1939, unless sooner terminated as herein provided, at the following rentals:

Fifty-five dollars (\$55.00) per month, payable in advance on the first day of each and every month, for the first five (5) years of said term, and/or until a new or different rental is fixed.

The right of the Common Council of the City of San Diego, and of the Harbor Commission of said City, to adjust, at the end of said five-year period, and/or at any time thereafter during the remainder of said term, the rental above provided, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Common Council and the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided. The adjustments of rent herein provided for shall be based on the valuation of adjoining property, which valuation to be used for adjustment shall be the valuation fixed for adjoining property by the Assessor for municipal taxation purposes; provided, that if the amount of such rentals cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, and the two arbitrators so selected to select a third. Said arbitrators shall use as a basis for determining the rental the valuation of adjoining property as fixed by the Assessor for municipal taxation purposes.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by Ordinance duly and regularly adopted and approved.

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

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

(1) That the demised premises shall be used only and exclusively for the purpose of conducting and maintaining thereon the business of constructing and repairing marine craft and the general repairing of machinery, with the right to construct and maintain thereon such marine ways, machine shops, carpenter shops, wharves and other structures as may be necessary or convenient for conducting and carrying on the said business.

(2) That all plans for buildings, structures, wharves and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of the City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(3) The business of said Lessee to be conducted upon said premises shall be that of constructing and repairing marine craft and the general repairing of machinery.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove any and all structures, including wharves, erected on said premises, at its own cost and expense.

(5) It is expressly understood and agreed by said Lessee that the Common Council of the City of San Diego and the Harbor Commission of said City may at any time change the boundaries of the premises leased, and may open Streets through said premises, in accordance with any plan of harbor improvement adopted by the Common Council of said City, and that the Lessee will remove any structures or buildings from said demised premises as interfere with the carrying out of the adopted harbor plan in any way whatsoever, at its own expense, and without any claim or right to damage compensation therefor.

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

(7) In the event that the Lessee shall fail to establish and maintain upon the said demised land the business hereinbefore mentioned, 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 under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demises premises, and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted applicable to the leasing of tide lands by the City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(SEAL) Attest:

ALLEN H. WRIGHT

City Clerk
By FED W. SICK
Deputy.

THE CITY OF SAN DIEGO

Lessor

By M. A. GRAHAM
J. C. McCURE

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

GENERAL MARINE WORKS

Lessee.

By EMIL STARK, President

I hereby approve the form of the foregoing Lease, this 15 day of March, 1929.

M. W. CONKLING

City Attorney

By H. C. HOPKINS

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between General Marine Works and the City of San Diego. Being Document No. 242170.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 10th day of May, 1929, 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 pursuant to Ordinance No. 12180 of the Ordinances of said City, approved February 25th, 1929, as Lessor, and STAR & CRESCENT BOAT COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the point of intersection of the U.S. Bulkhead line with the westerly prolongation of the southerly line of Broadway; thence south $0^{\circ} 01' 40''$ west along said bulkhead line a distance of 100 feet to the true point of beginning; thence north $89^{\circ} 58' 20''$ west a distance of 125 feet to a point; thence south $0^{\circ} 01' 40''$ west a distance of 100 feet to a point; thence $89^{\circ} 58' 20''$ east a distance of 125 feet to a point on said bulkhead line; thence north $0^{\circ} 01' 40''$ east along said bulkhead line 100 feet to the point of beginning.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of ten (10) years, to and including the 10th day of May, 1939, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars (\$100.00) per month, payable in advance on the first day of each and every month, for the first five (5) years of said term, and/or until a new or different rental is fixed.

The right of the Common Council of the City of San Diego, and of the Harbor Commission of said City, to adjust, at the end of said five-year period, and/or at any time thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Common Council and the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided; provided, however, that the rental shall not be increased to exceed one hundred fifty dollars (\$150.00) per month during the second five-year period of said term.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by Ordinance duly and regularly adopted and approved.

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

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

(1) That the demised premises shall be used only and exclusively for the purpose of maintaining thereon a wharf, pier or floats, together with the right to construct, maintain and operate upon such wharf, pier or floats such appliances as may be necessary and convenient for the purpose of loading and unloading passengers and personal effects and baggage at said wharf, pier or floats, as well as for the handling and storage of such freight and merchandise as is necessary to properly and fully enjoy the privilege herein granted; together with the further right to maintain and operate upon such wharf a cigar stand and lunch counter; also, the use of the water in front of such wharf, pier or floats, and for such distance on either side thereof as may be necessary and convenient for the safety of vessels, boats and craft while coming to, or going from said wharf, pier or floats, or lying at such wharf, pier or floats.

(2) That all plans for buildings, structures, wharves and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of the City of San Diego, and shall be subject to the approval of the said Harbor Commission.

(3) The business of said Lessee to be conducted upon said premises shall be that of a general boating business, and also that of operating a cigar stand and lunch counter.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove any and all structures, including wharves, erected on said premises, at its own cost and expense.

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

(6) In the event that the Lessee shall fail to establish and maintain the business above provided for upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted applicable to the leasing of tide lands by the City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

THE CITY OF SAN DIEGO

Lessor

By M. A. GRAHAM
J. C. McCLURE

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

STAR & CRESCENT BOAT CO.

Lessee

By O. J. HALL,

Pres.

ATTEST:

E. NICOLSON

I hereby approve the form of the foregoing Lease, this 9th day of February, 1929.

M. W. CONKLING

City Attorney.

By H. C. HOPKINS

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Star & Crescent Boat Co and the City of San Diego. Being Document No. 242614.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadtke* Deputy.

LEASE

THIS AGREEMENT, made and entered into this 13th day of May, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 12244 of the ordinances of The City of San Diego, authorizing the execution of this lease, and JOHN ZWECK, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, 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, and more particularly described as follows:

Pueblo Lot 1360 of the Pueblo Lands of The City
of San Diego;

for the term of one year beginning on the 22nd day of April, 1929, and ending on the 21st day of April, 1930, 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 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 J. V. ALEXANDER,

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

Members of the Common Council

JOHN ZWECK, Lessee

MAY 13, 1929

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the within Agreement of Lease, this 26th day of April, 1929.

M. W. CONKLING, City Attorney
By HARRY S. CLARK, Assistant 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, California, being Document No. 242644.

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

I HEREBY CERTIFY that the attached document is a full, true and correct copy of Contract between B. G. Carroll and The City of San Diego, California, for the Paving of a portion of Harbor Street, Adjacent to the South Line of Broadway, being Document No. 242717.

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 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 THOUSAND FOUR HUNDRED NINETY Dollars (\$2490.00), 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 May, 1929.

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, during a twelve-months, from and after the date of the execution of said contract: 320 Tons, in 8 forty ton carload lots, of Sulphate of Alumina, f.o.b. cars City spur track at California and Grape Streets, San Diego, California; in accordance with the specifications therefor 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 effort.

Subscribed and sworn to before me,
this 13 day of May, 1929,

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

GENERAL CHEMICAL COMPANY
PHIL A. OLSON, Branch Manager
Principal
THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK,
By MARGARET E. McLEOD, Attorney,
Surety

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

On this 13th day of May in the year One Thousand Nine Hundred and twenty-nine 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.

I HEREBY APPROVE the form of the within Bond, this 16 day of May, 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 20th day of May, 1929.

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
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 13 day of May, 1929, 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:

320 - Tons of Sulphate of Alumina, 8 carloads of 40 tons 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;

Delivery f.o.b. cars City Spur track at California and Grape Streets, San Diego, California; said delivery to be made in lots of two carloads each

when and as directed by the City during a twelve months' period from and after the date of the execution of this contract.

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

The price of One and 55/100 Dollars (\$1.55) per 100 pounds, or Thirty-one Dollars (\$31.00) per ton of 2,000 pounds.

Said contractor agrees to deliver said material within a twelve months' period from and after the date of the execution of this contract, said delivery to be made in lots of two carloads each when and as directed by the City during said period.

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 55/100 Dollars (\$1.55) per 100 pounds, or Thirty-one Dollars (\$31.00) per ton of 2,000 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.

THE CITY OF SAN DIEGO.

By J. V. ALEXANDER

S. P. McMullen

L. C. MAIRE,

E. H. DOWELL

IRA S. IREY

Members of the Common Council

GENERAL CHEMICAL COMPANY,

PHIL. A. OLSON, Branch Manager,

Contractor.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

(SEAL) ATTEST:

Subscribed and sworn to before me, this 13th day of May, 1929.

PAUL J. EMME

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

I HEREBY APPROVE the form of the foregoing contract, this 16 day of May, 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between the City of San Diego, California, and the General Chemical Company, being Document No. 242980.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy

OPTION TO PURCHASE LAND

THIS OPTION, made this 16th day of April, 1929, by and between Litha Langdon, hereinafter sometimes designatee as the "Owner", and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' Charter, hereinafter sometimes designated as the "City",

WITNESSETH:

That for and in consideration of the sum of Two Hundred and Fifty Dollars (\$250.00) to be paid by the City to the Owner on the 1st day of July, 1929, the said Owner hereby grants and gives to the City an exclusive option to purchase the lands and the water rights hereinafter described for the sum of One Thousand Nine Hundred Dollars (\$1,900.00).

This option shall extend for a period of one year from the date of its execution; and the said City may acquire hereunder a further option of one year to purchase or acquire said lands as herein provided by the paying to the said Owner the sum of Two Hundred and Fifty Dollars (\$250.00). It is a condition, however, that said Two Hundred and Fifty Dollars (\$250.00) may be placed at any time, at the option of the City, in escrow in any bank in the City of San Diego for the benefit of said Owner, to be delivered to her when she shall have delivered to the said escrow holder for the said City her extension or renewal of option in due form as herein provided.

Should the said City fail to make payment on or before the expiration of the one year option herein provided, then and in that event this option, and each and every term thereof, shall cease and be of no further force or effect upon either of said parties, and the Two Hundred Fifty Dollars (\$250.00) so paid for this first year's option shall be considered as liquidated rental for said premises, and shall be in full for any and all damages which the said Owner may have sustained because of the making of this agreement, and the additional payment of Two Hundred and Fifty Dollars (\$250.00) for the second year's option, if so elected to be made, shall likewise be considered as liquidated rental for said premises for said extended period, and shall be in full for any and all damages which the said Owner may have sustained because of the making of this agreement.

The lands herein referred to, and which are to be conveyed to the said City of San Diego are described as follows: The North half of Lot Fifty-nine (59) of the El Cajon Valley Company's lands, in the County of San Diego, State of California, according to map thereof No. 289 filed in the office of the County Recorder of said San Diego County, December 30, 1886, comprising 10.52 acres or thereabouts, together with all water rights, whether surface or below the surface, riparian or otherwise.

It is a further condition that during said period of option to purchase herein provided for the City and its duly authorized agents and employees shall have the right to go upon said premises, or any portion thereof, immediately upon the execution of this option, and sink wells, lay pipes, divert water, or otherwise appropriate the same to its own use; provided, however, that during said period of time the Owner shall be entitled to such water

as she may require, not exceeding two acre feet per acre per year, for domestic use and for irrigating the following described property: Commencing at the Southwest corner of Lot Fifty-three (53), El Cajon Valley Lands, and running thence in an easterly direction two hundred eighty and two-thirds (280.2/3) feet, thence in a northerly direction to the right of way of the Cuyamaca Railroad, thence in a southwesterly direction along the railroad right of way to the west line of Lot Fifty-three (53) and thence in a southwesterly direction along the west line of Lot Fifty-three (53) and thence in a southerly direction along the west line of Lot Fifty-three (53) to the place of beginning; containing two acres more or less, said water to be piped to said premises by the City and the said Owner shall be required to pay therefor the actual cost of supplying and installing such pipe connection and two cents per one hundred cubic feet for water delivered, it being specifically understood, however, that the City shall not be required to supply such water, or any portion thereof, unless at such time the City shall be operating its pumping plant from the sands of the San Diego River at or near Lakeside.

It is understood that the payments made in securing options as herein provided for and referred to, in the sum of Two Hundred and Fifty Dollars (\$250.00) and in the event of the payment of the additional sum of Two Hundred and Fifty Dollars (\$250.00), if paid by said City, shall likewise be credited on the purchase price.

The Owner represents that she is the sole and separate owner of said real property, and the whole thereof, and that the same is free and clear from all liens and claims whatsoever; and that said owner will on the payment of the total purchase price by said City during the period of said option or options, or sooner, if the City so elects, deliver to said City a good and sufficient deed conveying to it the aforesaid property, free and clear of all claims, liens and encumbrances whatsoever, and the water rights as hereinbefore mentioned, and will deliver her certificate of title to said City, at the cost of the owner, showing the same to be as herein represented.

The certificate of title to the land and the water shall be from such title company as the parties may mutually agree upon, or if they cannot agree, from such title company as the City may select.

It is understood that said City in going upon said lands for the purpose of development will use due care and caution in the preservation of any growing crops, buildings, or other personal property thereon located.

Should this option not be exercised by the City, nothing herein contained shall be construed to be a waiver or acknowledgement of the water rights as hereinbefore mentioned, and as affects either the City or said Owner.

It is specifically understood and agreed by each of the parties hereto that, where as certain litigation is now pending and may be instituted affecting the rights of owners of land upon the San Diego River and whereas the City is a party to said litigation now pending and is better informed than the Owner herein relative to the title of such riparian land owners in and to the waters lying in the bed of the said San Diego River, the Owner herein makes no representations as to the nature or the extent of her rights in and to said waters and that the City assumes full responsibility for the examination and determination to its satisfaction of such rights as the Owner may have therein.

IN WITNESS WHEREOF, the said Owner has hereunto subscribed her 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 City, in pursuance of a resolution authorizing such execution, the day and year in this instrument first above written.

LITHA LANGDON,

OWNER

THE CITY OF SAN DIEGO

By: J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

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

RECORDED AT REQUEST OF City Clerk MAY 15, 1929, at 25 Min. past 11 o'clock A.M.,
In Book No. 1624, Page 344 of Deeds, 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 Option to Purchase Land, from Litha Langdon to The City of San Diego, California, being Document No. 242677.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By: *August M. Hadstrom* Deputy.

OPTION TO PURCHASE LAND

THIS OPTION, made this 15th day of April, 1929, by and between LITHA E. LANGDON, as guardian of the persons and estates of Edwina Langdon and Paul Gordon Langdon, Minors, hereinafter sometimes designated as the "Owner", and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' Charter, hereinafter sometimes designated as the "City",

WITNESSETH:

That for and in consideration of the sum of Four Hundred Dollars (\$400.00), to be paid by the City to the Owner on the 1st day of July, 1929, the said Owner hereby grants and gives to the City an exclusive option to purchase the lands and water rights hereinafter described for the sum of Four Thousand Dollars (\$4,000.00).

This option shall extend for a period of one year from the date of its execution; and the said City may acquire hereunder a further option of one year to purchase or acquire said lands as herein provided by the paying to the said Owner of the sum of Four Hundred Dollars (\$400.00). It is a condition, however, that said Four Hundred Dollars (\$400.00) may be placed at any time, at the option of the City, in escrow in any bank in the City of San Diego for the benefit of said Owner, to be delivered to her when she shall have delivered to the said escrow holder for the said City her extension or renewal of option in due form and as herein provided.

Should the said City fail to make payment on or before the expiration of the one year option herein provided, then and in that event this option, and each and every term thereof, shall cease and be of no further force or effect upon either of said parties, and the Four Hundred Dollars (\$400.00) so paid for this first year's option shall be considered as liquidated rental for said premises, and shall be in full for any and all damages which the said Owner may have sustained because of the making of this agreement, and the additional payment of Four Hundred Dollars (\$400.00) for the second year's option, if so elected to be made, shall likewise be considered as liquidated rental for said premises for

said extended period, and shall be in full for any and all damages which the said Owner may have sustained because of the making of this agreement.

It is a further condition that during said period of option to purchase herein provided for the City and its duly authorized agents and employees shall have the right to go upon said premises, or any portion thereof, immediately upon the execution of this option, and sink wells, lay pipes, divert water, or otherwise appropriate the same to its own use.

It is understood that the payments made in securing options as herein provided for and referred to, in the sum of Four Hundred Dollars (\$400.00) and in the event of the payment of the additional sum of Four Hundred Dollars (\$400.00), if paid by said City, shall likewise be credited on the purchase price.

The Owner represents that she, as the guardian of the persons and estates of Edwina Langdon and Paul Gordon Langdon, minors, is the owner of said real property, and the whole thereof, and that the same is free and clear from all liens and claims whatsoever; and that said Owner will on the payment of the total purchase price by said City during the period of said option or options, or sooner, if the City so elects, deliver to said City a good and sufficient deed conveying to it the aforesaid property, free and clear of all claims, liens and encumbrances whatsoever, and the water rights as hereinbefore mentioned, and will deliver her certificate of title to said City, at the cost of the Owner, showing the same to be as herein represented.

The certificate of title as relates to the land and the water shall be from such title company as the parties may mutually agree upon, or if they cannot agree, from such title company as the City may select.

It is understood that said City in going upon said lands for the purpose of development will use due care and caution in the preservation of any growing crops, buildings, or other personal property therein located.

Should this option not be exercised by the City, nothing herein contained shall be construed to be a waiver or acknowledgement of the water rights as hereinbefore mentioned, and as affects either the City or said Owner.

It is specifically understood and agreed by each of the parties hereto that, where as certain litigation is now pending and may be instituted affecting the rights of owners of land upon the San Diego River and whereas the City is a party to said litigation now pending and is better informed than the Owner herein relative to the title of such riparian land owners in and to the waters lying in the bed of the said San Diego River, the Owner herein makes no representations as to the nature or the extent of her rights in and to said waters and that the City assumes full responsibility for the examination and determination to its satisfaction of such rights as the Owner may have therein.

It is further specifically understood and agreed by the parties hereto that this option and agreement is made by said Litha E. Langdon in her capacity as guardian of the persons and estates of the hereinbefore named minors, and that this option and agreement, and each and every provision hereof, is made by her subject to the approval of the Superior Court of the State of California, in and for the County of San Diego.

The lands herein referred to, and which are to be conveyed to the said City of San Diego are described as follows: An undivided one-third interest in and to the following property in the County of San Diego, State of California, to-wit: Block Fifty-three (53) of El Cajon Valley Company's Lands, excepting five hundred and twenty-seven (527) feet south of Railroad right of way, commencing at the southwest corner and running easterly to an iron post driven in the ground as per Ed. Dexter's map thereof, dated May 1886, and filed in the County Recorder's office of said San Diego County, subject to a right of way conveyed to the San Diego and Cuyamaca Rail Way Company, November 25, 1891, by deed recorded in Book of Deeds 194, page 229, of the records of said San Diego County; and

IN WITNESS WHEREOF, the said Owner has hereunto subscribed her 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 City, in pursuance of a resolution authorizing such execution the day and year in this instrument first above written.

LITHA E. LANGDON

As Guardian of the Persons and Estates of Edwina Langdon and Paul Gordon Langdon, Minors., OWNER

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 April, 1929, before me, the undersigned Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Litha E. Langdon, known to me to be the guardian of the persons and estates of Edwina Langdon and Paul Gordon Langdon, minors, and acknowledged to me that she executed the foregoing instrument as such guardian.

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

(SEAL)

DWIGHT D. BELL, Notary Public

APPROVED this 3 day of May, 1929.

M. W. CONKLING, City Attorney

APPROVED for Execution,

H. N. SAVAGE, Hydraulic Engineer in Charge.

RECORDED AT REQUEST OF City Clerk MAY 15, 1929, at 25 Min. past 11 o'clock A.M., in Book No. 1621, Page 459 of DEED Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder

By L. B. WOODARD, Deputy.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Option to Purchase Land, from Litha E. Langdon, as Guardian of the Persons and Estates of Edwina Langdon and Paul Gordon Langdon, to The City of San Diego, California, being Document No. 242678.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Skadstrom

Deputy.

OPTION TO PURCHASE LAND

THIS OPTION, made this 22nd day of April, 1929, 1929, by and between Sam L. Langdon, hereinafter sometimes designated as the "Owner", and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' Charter, hereinafter sometimes designated as the "City":

WITNESSETH:

That for and in consideration of the sum of Four Hundred Dollars (\$400.00), to be paid by the City to the Owner on the 1st day of July, 1929, the said Owner hereby grants and gives to the City an exclusive option to purchase the lands and water rights hereinafter described for the sum of Four Thousand Dollars (\$4,000.00).

This option shall extend for a period of one year from the date of its execution; and the said City may acquire hereunder a further option of one year to purchase or acquire said lands as herein provided by the paying to the said Owner the sum of Four Hundred Dollars (\$400.00). It is a condition, however, that said Four Hundred Dollars (\$400.00) may be placed at any time, at the option of the City, in escrow in any bank in the City of San Diego for the benefit of said Owner, to be delivered to him when he shall have delivered to the said escrow holder for the said City his extension or renewal of option in due form as herein provided.

Should the said City fail to make payment on or before the expiration of the one year option herein provided, then and in that event this option, and each and every term thereof, shall cease and be of no further force or effect upon either of said parties, and the Four Hundred Dollars (\$400.00) so paid for this first year's option shall be considered as liquidated rental for said premises, and shall be in full for any and all damages which the said Owner may have sustained because of the making of this agreement, and the additional payment of Four Hundred Dollars (\$400.00) for the second year's option, if so elected to be made, shall likewise be considered as liquidated rental for said premises for said extended period, and shall be in full of any and all damages which the said Owner may have sustained because of the making of this agreement.

It is a further condition that during said period of option to purchase herein provided for that the City and its duly authorized agents and employees shall have the right to go upon said premises, or any portion thereof, immediately upon the execution of this option, and sink wells, lay pipes, divert water, or otherwise appropriate the same to its own use.

It is understood that the payments made in securing options as herein provided for and referred to, in the sum of Four Hundred Dollars (\$400.00) and in the event of the payment of the additional sum of Four Hundred Dollars (\$400.00), if paid by said City, shall likewise be credited on the purchase price.

The Owner represents that he is the sole and separate owner of said real property, and the whole thereof, and that the same is clear and free from all liens and claims whatsoever; and that said Owner will on the payment of the total purchase price by said City during the period of said option or options, or sooner, if the City so elects, deliver to said City a good and sufficient deed conveying to it the aforesaid property, free and clear of all claims, liens and encumbrances whatsoever, and the water rights as hereinbefore mentioned, and will deliver his certificate of title to said City, at the cost of the owner, showing the same to be as herein represented.

The certificate of title as relates to the land and the water shall be from such title company as the parties may mutually agree upon, or if they cannot agree, from such title company as the City may select.

It is understood that said City in going upon said lands for the purpose of development will use due care and caution in the preservation of any growing crops, buildings, or other personal property thereon located.

Should this option not be exercised by the City, nothing herein contained shall be construed to be a waiver or acknowledgement of the water rights as hereinbefore mentioned, and as affects either the City or said Owner.

It is specifically understood and agreed by each of the parties hereto that, whereas certain litigation is now pending and may be instituted affecting the rights of owners of land upon the San Diego River and whereas the City is a party to said litigation now pending and is better informed than the Owner herein relative to the title of such riparian land owners in and to the waters lying in the bed of the said San Diego River, the Owner herein makes no representations as to the nature or the extent of his rights in and to said waters and that the City assumes full responsibility for the examination and determination to its satisfaction of such rights as the Owner may have therein.

The lands herein referred to, and which are to be conveyed to the said City of San Diego are described as follows: An undivided one-third interest in and to the following property in the County of San Diego, State of California, to-wit: Block Fifty-three (53) of El Cajon Valley Company's Lands, excepting five hundred twenty-seven (527) feet south of Railroad right of way, commencing at the southwest corner and running easterly to an iron post driven in the ground as per Ed. Dexter's map thereof, dated May 1886, and filed in the County Recorder's office of said San Diego County, subject to a right of way conveyed to the San Diego and Cuyamaca Rail Way Company, November 25, 1891, by deed recorded in Book of Deeds 194, page 229, of the records of said San Diego County; and

IN WITNESS WHEREOF, the said 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 said City, in pursuance of a resolution authorizing such execution, the day and year in this instrument first above written.

SAM L. LANGDON, OWNER

THE CITY OF SAN DIEGO

By: J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By: FRED W. SICK, Deputy.

STATE OF ILLINOIS)
COUNTY OF PEORIA.) SS

On this 22nd day of April, 1929, before me, the undersigned Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Sam L. Langdon, known to me to be the person described in and whose name is subscribed to the foregoing 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 Peoria, Illinois, the day and year in this certificate first above written.

(SEAL)

H. CURTIS CATION, Notary Public.

APPROVED May 3 this 3 day of May, 1929.

M. W. CONKLING, City Attorney.

APPROVED for Execution,

H. N. SAVAGE, Hydraulic Engineer in Charge

RECORDED AT REQUEST OF City Clerk MAY 15, 1929, at 25 Min. past 11 o'clock A.M.,
In Book No. 1631 Page 152 of Deeds, 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
Option to Purchase Land, from Sam L. Langdon, to The City of San Diego, California, being
Document No. 242679.

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

By August M. Skadston Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE SAN DIEGO SUN PUBLISHING CO., as
principal, and Commercial Casualty Insurance Company, a corporation organized and existing
under and by virtue of the laws of the State of New Jersey, 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 27th day of May, A.D. 1929

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said
principal on the 27th day of May, 1929, entered into the annexed contract with said The City
of San Diego, to do all the advertising of said City for the years beginning on the first
day of June, 1929, and ending on the 31st day of May, 1931, in their daily newspaper, which
is called THE SAN DIEGO SUN, 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.

THE SAN DIEGO SUN PUBLISHING COMPANY,
Principal

By W. S. DAYTON, Pres.

(SEAL) ATTEST:
M. E. HAY

COMMERCIAL CASUALTY INS. CO., Surety
By BYRON GILCHRIST

(SEAL) ATTEST:
M. E. HAY
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 27 day of May, A.D., 1929, before me appeared BYRON GILCHRIST to me per-
sonally known, who, being by me duly sworn, did say that he is the Attorney-in-fact of the
COMMERCIAL CASUALTY INSURANCE COMPANY; that the seal affixed to the foregoing instrument is
the corporate seal of said corporation by authority of its Board of Directors, and the said
Byron Gilchrist acknowledged that he executed said instrument as such Attorney-in-fact and
as the free act and deed of said corporation.

(SEAL)

I hereby approve the form of the within Bond, this 27 day of May, 1929.

M. E. HAY, Notary Public
M. W. CONKLING, City Attorney
By C. L. BYERS, 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 May, 1929.

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

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

CONTRACT

THIS AGREEMENT, made and entered into this 27th day of May, A.D. 1929, by and be-
tween THE SAN DIEGO SUN PUBLISHING CO., 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 and by virtue of the provi-
sions of Section 8, Article XI of the Constitution of the State of California, party of the
second part, and hereinafter referred to 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, for the years beginning
with the first day of June, 1929, and ending with the 31st day of May, 1931, in its daily
newspaper, which is called THE SAN DIEGO SUN, for the following prices:

For each column inch, set solid, at least twelve ems wide, one time,
twenty-five cents, each insertion.

For each column inch, set solid, at least twelve ems wide, five times,
twenty cents each insertion.

For each column inch, set solid, at least twelve ems wide, ten times,
eighteen cents, each insertion.

For each column inch, set solid, at least twelve ems wide, eleven times
or more, sixteen cents, each insertion.

Measurements to be figured per column inch, six point type, set solid, at least
twelve ems wide. Unusual head lines and other artifices to increase space will not be al-
lowed.

Said company hereby agrees to furnish to any department head of the City submitting
copy for any official advertisement galley proofs, and such supplemental revised proofs as
may be found necessary. The cost of messenger service in connection with the submission of
copy and the furnishing and returning of proofs shall be borne by the said Company.

Said Company shall also furnish to said City affidavits of publication of any of-
ficial advertisement, said affidavits to be made by the person who, under the law, is auth-
orized to make the same, 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.

Said Company also agrees, upon request from the City Clerk, to furnish, without
charge, twenty-five (25) or more copies, but not to exceed one hundred (100) copies, of any
ordinance which may be published under this contract, said copies to be on sheets of good
paper, better than newspaper, approximately 6 by 9 inches in size.

Said Company shall also furnish to the City, through the City Clerk's office, free of charge, on each day of publication, twenty-five copies of The San Diego Sun, to serve the departments of the City interested, for clipping copies of official notices.

That all official advertising hereunder shall be in accordance with Section 16, Chapter II, Article II, of the City Charter, as amended March 19, 1929.

That 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 of the advertising of said City, from the first day of June, 1929, to and including the 31st day of May, 1931.

It is further agreed that should any advertising be unfinished on the 31st day of May, 1931, 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 President and the execution thereof to be attested by its Cashier, thereunto duly authorized, and these presents are hereunto subscribed by a majority of the members of the Common Council of said City, in pursuance of the authorization of Resolution No. 50232, this 27th day of May, 1929.

(SEAL) ATTEST:
M. E. HAY

THE SAN DIEGO SUN PUBLISHING COMPANY
By W. S. DAYTON, Pres.

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

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council.
Contract, this 27th day of May, 1929.
M. W. CONKLING, City Attorney.

I hereby approve the form of the foregoing

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between the San Diego Sun Publishing Company and the City of San Diego, California, being Document No. 243575.

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

By August M. Hadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FIVE DOLLARS (\$1,005.00) 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 May, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon FOURTH STREET, FIFTH AVENUE and UNIVERSITY AVENUE, within the limits and as particularly described in Resolution of Intention No. 48330, on file in the office of the City Clerk of said City, 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, Principal

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary.
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

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

On this 25th day of May, in the year nineteen hundred twenty-nine, 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 Vice President, and Paul Wolcott, 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 Paul Wolcott 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County, State of California

I HEREBY APPROVE the form of the foregoing Undertaking this 28th day of May, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 50015 passed and adopted on the 13th day of May, 1929, require and fix the sum of \$1,005.00

as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

CONTRACT FOR STREET LIGHTING

UNIVERSITY AVENUE LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 3rd day of June, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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: FOURTH STREET, between the south line of Washington Street and the north line of Robinson Avenue; FIFTH AVENUE, between the south line of University Avenue and the north line of Robinson Avenue; and UNIVERSITY AVENUE, between the east line of Third Street and the west line of Park Boulevard, together with the maintenance of the posts, wires, conduits and lamps along the said streets, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and after March 16, 1929, to-wit: to and including the 15th day of March, 1930.

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 #2" filed December 28, 1928, 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 FOUR THOUSAND SEVENTEEN DOLLARS (\$4,017.00), 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. 2 Fund".

And it is further mutually agreed that no part or portion of said sum of Four Thousand Seventeen Dollars (\$4,017.00) 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 in pursuance of said Act an assessment has been levied for said sum of Four Thousand Seventeen Dollars (\$4,017.00).

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, 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 AND ELECTRIC COMPANY,
By W. F. RABER

(SEAL) ATTEST:
M. B. FOWLER

THE CITY OF SAN DIEGO.
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY.

Members of the Common Council.

M. W. CONKLING, City Attorney.
By CHARLES C. QUITMAN, 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 28 day of May, 1929.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the San Diego Consolidated Gas and Electric Company and The City of San Diego, California, being Document No. 243589.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

NOTICE OF APPROPRIATION OF WATER

THE CITY OF SAN DIEGO, a municipal corporation, located in the County of San Diego, State of California, hereby claims and appropriates all of the waters of the Santa Ysabel Creek, in the County of San Diego, State of California, to the extent of thirteen thousand one hundred and fifty (13,150) miners inches, measured under a four-inch pressure, whether above or below the ground, and now flowing or hereafter to flow at the following point on said stream, the same being the point where this notice is posted, and at the point at which the City intends to divert said water, to-wit:

Within the northwest quarter of the northwest quarter of the Section 21, Township 12 South, Range 2 East, San Bernardino Base and Meridian, at the Sutherland Dam Site, on the Santa Ysabel Creek, in the County of San Diego, State of California.

Said water is appropriated, claimed and intended for municipal use of The City of San Diego and for domestic use of the inhabitants thereof, and for such other uses as may be made of the same by said City under the laws of the State of California.

The place where it is intended to use said water is The City of San Diego, in said County of San Diego.

The City of San Diego intends to divert said water by means of a dam in said stream-bed and by a flume, ditch, tunnel or other aqueduct five (5) feet wide and four (4) feet deep, and by means of the natural creek-bed of the San Vicente Creek, and by means of a thirty-six inch riveted steel pipe, into The City of San Diego.

Dated this 31st day of December, 1926.

Posted December 31, 1926, at 1:45 P.M., J.W. Williams, Consulting Engineer.

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

RECORDED AT REQUEST OF Claimant, JAN. 7, 1927, at 59 Min. past 11 o'clock A.M., In Book No. 4, Page 315 of Water Claims, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Appropriation of Water of the Santa Ysabel Creek, being Document No. 243734.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

NOTICE OF APPROPRIATION OF WATER

THE CITY OF SAN DIEGO, a municipal corporation, located in the County of San Diego, State of California, hereby claims and appropriates all of the waters of the Santa Ysabel Creek, in the County of San Diego, State of California, to the extent of twenty thousand six hundred and forty (20,640) miners inches measured under a four-inch pressure, whether above or below the ground, and now flowing or hereafter to flow at the following point on said stream, the same being the point where this notice is posted and at the point at which the City intends to divert said water, to-wit:

Within the N.W. 1/4 of the S.W. 1/4 of Section 27, Township 12 S., Range 1 E, S.B.B. and M., at the Pamo Damsite on Santa Ysabel Creek, in the County of San Diego, State of California.

Said water is appropriated, claimed and intended for municipal use of The City of San Diego and for domestic use of the inhabitants thereof, and for such other uses as may be made of the same by said City under the laws of the State of California.

The place where it is intended to use said water is The City of San Diego, in said County of San Diego.

The City of San Diego intends to divert said water by means of a dam in said stream-bed and by a flume, ditch, tunnel or other aqueduct six (6) feet wide and five (5) feet deep, and by means of the natural creek-bed of the San Vicente Creek, and by means of a thirty-six inch riveted steel pipe, into the City of San Diego.

Dated this 31st day of December, 1926.

Posted December 31, 1926, at 4:30 P.M.
J. W. Williams, Consulting Engineer.

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

RECORDED AT REQUEST OF Claimant Jan. 7 1927 at 12 o'clock A.M., In Book No. 4, Page 316, of Water Claims, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Appropriation of Water of the Santa Ysabel Creek, being Document No. 243735.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

NOTICE OF APPROPRIATION OF WATER

THE CITY OF SAN DIEGO, a municipal corporation, located in the County of San Diego, State of California, hereby claims and appropriates all of the waters of the Santa Ysabel Creek, in the County of San Diego, State of California, to the extent of twenty-two thousand nine hundred ninety-five (22,995) miners inches measured under a four-inch pressure, whether above or below the ground, and now flowing or hereafter to flow at the following point on said stream, the same being the point where this notice is posted, and at the point at which the City intends to divert said water, to-wit:

Within the southwest quarter of the northeast quarter of Section 32, Township 12 South, Range 1 East, S.B.B. & M., at the RODEN DAM SITE, on the Santa Ysabel Creek, in the County of San Diego, State of California.

Said water is appropriated, claimed and intended for municipal use of The City of San Diego and for domestic use of the inhabitants thereof, and for such other uses as may be made of the same by said City under the laws of the State of California.

The place where it is intended to use said water is The City of San Diego, in said County of San Diego.

The City of San Diego intends to divert said water by means of a dam in said stream-bed and by a flume, ditch, tunnel or other aqueduct six (6) feet wide and five (5) feet deep, and by means of the natural creek-bed of the San Vicente Creek, and by means of a thirty-six inch riveted steel pipe, into The City of San Diego.

Dated this 31st day of December, 1926.

Posted December 31, 1926, at 6:00 P.M., J. W. Williams, Consulting Engineer.

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

RECORDED AT REQUEST OF Claimant Jan 7, 1927 at 1 Min. past 12 o'clock P.M., In Book No. 4, Page 317 of Water Claims, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Appropriation of Water of the Santa Ysabel Creek, being Document No. 243736.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

CONTRACT NO. N 52m-810
 FORM OF RENEWAL OF GOVERNMENT LEASE
 LEASE BETWEEN
 THE CITY OF SAN DIEGO, CALIFORNIA
 AND
 THE UNITED STATES OF AMERICA

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. N52m-810 dated November 30, 1927, between the City of San Diego, California, and the United States of America for premises, viz:

Real property situated in the City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows:

The southeast quarter of Pueblo Lot 1300; the northeast quarter of Pueblo lot 1300; the west three hundred (300) feet of Pueblo Lot 1309; all of Pueblo Lot 1310; all of that portion of Pueblo Lot 1311 lying east of the Rose Canyon Road; all of that portion of Pueblo Lot 1314 lying south of the Miramar Road; all that portion of Pueblo Lot 1315 lying south of the Miramar Road; the west three hundred (300) feet of Pueblo Lot 1316 lying south of the Miramar Road; of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pascoe in 1870, on file in the Office of the City Clerk of said City.

The Lessor hereby covenants and agrees to pay during the term of this lease hereinabove mentioned, or any renewal thereof, all property taxes and assessments whatsoever on the lands hereinabove specified, and to warrant and defend the Government, its officers and agents in the quiet and peaceable enjoyment and possession of said tract, as hereinabove specified, for the entire term of this lease or any renewal thereof.

The Lessor further covenants and agrees that the Government, during the term of this lease or any renewal thereof, shall have the full, free and unrestricted use of all roads; subject, however, to the right of the Public at all times to use said roads as and for public highways; and the said Government shall have all privileges within the above described land, and shall have further right at any and all times during the term of this lease to connect such point or points as it may deem desirable in the area of the leased premises with the roads of the Lessor, and the further right to build new roadways and improve existing roadways within the limits of the leased tract.

It is further understood and agreed that the Government is to have the right, except as hereinabove specified and subject to the limitations herein contained, to use, as it may deem appropriate, any part or all of said land hereinabove mentioned for any and all military purposes whatsoever; to establish target ranges, rifle pits, etc., provided, however, that said Government shall not cut, burn, remove or use for any purpose whatever, any of the timber standing or growing or otherwise located on the land hereinabove described.

It is understood and agreed by and between the parties hereto that the Lessor, or its duly authorized agents, shall have the privilege of conducting explorations for oil, naphtha or petroleum, upon all or any part of the premises hereby leased, at any time during the life of this agreement.

It is further understood and agreed by both parties hereto that a waiver of one breach of any covenant or condition hereinabove contained shall not be taken or construed to be a waiver of any subsequent breach of the same condition or covenant, or of the condition of the covenant itself.

The United States of America this 27th day of May, 1929, elects to renew the said lease for the period of one year from and after June 30, 1929, and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning July 1, 1929 and ending June 30, 1930.

The lessor is requested to acknowledge receipt hereof:

THE UNITED STATES OF AMERICA.
 By L. W. WRIGHT
 L.W.Wright, Captain, A.Q.M.,
 U.S.M.C., Acting Depot Quartermaster.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease, U.S.M.C. certain Pueblo Lots. Being Document No. 244053.

ALLEN H. WRIGHT
 City Clerk of the City of San Diego, California.
 By *August M. Kadstrom* 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 FORTY-EIGHT DOLLARS (\$48.00) 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 8th day of June, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon SEVENTH STREET, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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

Principal.

THE AETNA CASUALTY AND SURETY COMPANY
 By FRANK A. SALMONS, Surety.

(SEAL) Attest:
 ARCHIE R. GOWAN
 Resident Assistant Secretary.

Resident Vice-President.

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

On this 8th day of June, in the year nineteen hundred twenty-nine, 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 Vice President, and Archie R. Gowan, 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 Archie R. Gowan 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 10 day of June, 1929.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 50196 passed and adopted on the 27th day of May, 1929, require and fix the sum of \$48.00 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)

CONTRACT FOR STREET LIGHTING.
SEVENTH STREET LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 10th day of June, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 Streetlights located on SEVENTH STREET, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Street, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of two years from and after January 1, 1929, to-wit: to and including the 31st day of December, 1930.

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 Seventh Street Lighting District #1", filed February 23, 1929, in the Office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Hundred Eighty-nine and 06/100 Dollars (\$189.06), 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 "Seventh Street Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of One Hundred Eighty-nine and 06/100 Dollars (\$189.06) shall be paid out of any other fund than said special fund designated as the "Seventh 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 One Hundred Eighty-nine and 06/100 Dollars (\$189.06).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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

By W. F. RABER

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 10 day of June, 1929.

M. W. CONKLING, City Attorney.

By CHARLES C. QUITMAN, 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 7th St. Lighting #1. Being Document No. 244226½.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By _____ Deputy.

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 for the paving of the portion of Harbor Street South of Broadway. Being Document No. 244728. Copy of same attached.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Madala* Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA FILTER COMPANY, A corporation, 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 ninety Dollars (\$290.00), 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 June, 1929.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to furnish and deliver to said City one hundred (100) tons of Filter sand; 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.

Paul F. BOVARD, President

Principal

(SEAL) Attest:

J. F. ROBERTS

NATIONAL SURETY COMPANY

Surety

By R. W. STEWART

Attorney in fact (R.W.Stewart)

(SEAL) Attest:

A.C. POHLSON

STATE OF CALIFORNIA,
CITY AND COUNTY OF (ss.
SAN FRANCISCO,)

On the 24th day of June, in the year One Thousand Nine Hundred and Twenty-Nine before me, DOROTHY H. McLENNAN, 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 R. W. Stewart known to me to be the Attorney-in-fact 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 certificat first above written.

DOROTHY H. McLENNAN

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

(SEAL)

My Commission Expires,
Dec. 23, 1930.

I hereby approve the form of the within Bond, this 21 day of June, 1929.

M. W. CONKLING

City Attorney.

By CHARLES C. QUITMAN

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 July, 1929.

(SEAL) Attest:

By ALLEN H. WRIGHT

City Clerk.

FRED W. SICK

Deputy.

J. V. ALEXANDER

S. P. McMULLEN

E. H. DOWELL

IRA S. IREY

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 July, 1929, 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, 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:

One hundred (100) tons of Filter Sand; said sand to be in accordance with the specifications therefor prepared and approved by the Bureau of Water Supply of the City of San Diego; a copy of which said specifications is attached hereto, marked "Exhibit A," and made a part hereof.

Said contractor hereby agrees to furnish and deliver the said sand above described, f. o. b. San Diego, at and for the sum of eleven and 50/100 dollars (\$11.50) per ton. An allowance of \$.05 will be made by the contractor for each sack returned in good condition in bundles, F.O.B. Lake Majella, California.

Said contractor agrees to deliver all of said material within ___ days from the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said sand 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 sand by said City, will pay said contractor in warrants drawn upon the proper fund of said City, the sum of eleven and 50/100 dollars (\$11.50) per ton, f.o.b. San Diego, said payments to be made as follows:

Upon the acceptance of said sand by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five (35) days from and after the delivery and acceptance of said sand by the City.

That the sum of \$.05 shall be paid by the contractor to the City for each empty sack returned in good condition in bundles to said contractor, f.o.b. Lake Majella, 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 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 J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
Members of the Common Council.

CALIFORNIA FILTER CO.
PAUL F. BOVARD, Pres.
Contractor.

(SEAL) Attest:
J. F. ROBERTS.

I hereby approve the form of the foregoing contract, this 21 day of June, 1929.

M. W. CONKLING
City Attorney.
By CHARLES, C. QUITMAN
Deputy City Attorney.

EXHIBIT A SPECIFICATIONS FOR FILTER SAND GENERAL REQUIREMENTS

Filter sand under these specifications shall consist of hard, durable water-worn grains; composed principally of quartz, quartzite, or insoluble silicates. It shall not contain appreciable quantities of soluble iron, aluminum, potassium, sodium, calcium, magnesium, or manganese; and total solubility in dilute (half-strength) hydrochloric acid, after standing for 24 hours at 70 deg. F., shall not exceed 2.5 per cent. Ignition loss shall not be more than 0.5 per cent.

Physical Requirements.

Filter sand under these specifications, shall, as specified above, consist of hard, durable, water-worn grains, which shall preferably be of rounded form and polished surface. They shall not show pock marks on the surface, or cleavage places extending into the grains. The sand shall be free from roots, sea-weed, or other coarse organic impurities. It shall not contain appreciable quantities of clay, silt, mica, or particles which disintegrate when agitated in water; and total loss in weight under Standard Method of Decantation Test of American Society for Testing Materials, Serial Designation D-136-28, shall not exceed one per cent. Specific gravity shall not be less than 2.65. Effective size shall be between the limits of 0.35 and 0.45 mm. Uniformity Coefficient shall be between the limits of 1.50 and 1.75. Maximum size of grain shall not exceed one millimeter in diameter.

Samples and Analysis.

Bidders on filter sand under these specifications will furnish samples of the sand, of 500 grams weight, to be supplied in the stipulated quantities hereunder. Chemical and mechanical analyses of the filter sand to be furnished under these specifications, and of which the sample will be representative must accompany the bid.

Precedent of Successful Employment.

Bidders shall submit a list of commercial and municipal filter plants in which the filter sand offered under these specifications has been successfully used showing in each case the date when the filter sand was put into use and the quantity furnished.

Adequacy of Plant Facilities.

Bidders on filter sand under these specifications shall submit evidence that the plant facilities at the production point of filter sand offered are adequate to insure proper screening, washing and other processes necessary to produce the quantity of filter sand bid upon and its guaranteed conformity to samples and analyses furnished.

Packages and Transportation.

Filter sand furnished under these specifications shall be sacked in suitable bags, each contained 100 pounds net of sand. Bidder shall state the amount of refund which will be allowed on empty sacks, returned. Bidders will price filter sand under these specifications f.o.b. cars at San Diego.

Guarantees.

Bidders on filter sand under these specifications will accompany their bids with written guarantees supported by bond in the amount of 25 per cent. of their bid that sand furnished will conform to samples and analyses submitted, in addition to the certified check required from the bidders by the San Diego City Charter. Expenses of bond will be borne by bidder.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Calif. Filter Co. for Filter sand to the City of San Diego. Being Document No. 244994.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom 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 Twenty-three thousand ninety (23,090) dollars, 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 8th day of July, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 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 southerly line of Ivy Street and the north line of Broadway;
COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;
STATE STREET, between the southerly line of Fir Street and the north line of Broadway;
UNION STREET, between the south line of B Street and the north line of Broadway;
FRONT STREET, between the south line of B Street and the north line of Broadway;
FIRST STREET, between the south line of Beech Street and the north line of Broadway;
SECOND STREET, between the south 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 AVENUE, between the south line of Laurel Street and the north line of K Street;
SIXTH STREET, between the south line of A 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 Imperial Avenue;
SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's Addition;
A STREET, between the east line of India Street and the west line of Sixth Street;
B STREET, between a line distant 50 feet west of 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 Atlantic Street and the west line of Sixteenth Street;
E STREET, between the east line of India 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);
MARKET STREET, between the east line of State Street produced south and the west line of Sixteenth Street;
IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line of Thirteenth Street;
NATIONAL AVENUE, between the east line of Twelfth Street and the northwesterly line of Sixteenth Street;

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 first day of July, 1929, to-wit, to and including the 30th day of June, 1930, 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

Principal.

THE AETNA CASUALTY AND SURETY COMPANY

By PAUL WOLCOTT

Surety.

Resident Vice-President

(SEAL) Attest:

M. B. FOWLER

(SEAL) Attest:

ARCHIE R. GOWAN

Resident Assistant Secretary.

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

On this 8th day of July, in the year nineteen hundred twenty-nine, 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 Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan 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.

FRANCES S. BOWERS

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

(SEAL)

I Hereby Approve the form of the foregoing Undertaking this 8 day of July, 1929.

M. W. CONKLING

City Attorney.

By CHARLES C. QUITMAN

Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 50669 passed and adopted on the 8th day of July, 1929, require and fix the sum of \$23,090.00 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)

CONTRACT FOR STREET LIGHTING
SAN DIEGO LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 15th day of July, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

INDIA STREET, between the southerly line of Ivy Street and the north line of Broadway;
COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;
STATE STREET, between the southerly line of Fir Street and the north line of Broadway;
UNION STREET, between the south line of B Street and the north line of Broadway;
FRONT STREET, between the south line of B Street and the north line of Broadway;
FIRST STREET, between the south line of Beech Street and the north line of Broadway;
SECOND STREET, between the south 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 AVENUE, between the south line of Laurel Street and the north line of K Street;
SIXTH STREET, between the south line of A 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 Imperial Avenue;
SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's Addition;
A STREET, between the east line of India Street and the west line of Sixth Street;
B STREET, between a line distant 50 feet west of 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 Atlantic Street and the west line of Sixteenth Street;
E STREET, between the east line of India 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);
MARKET STREET, between the east line of State Street produced south and the west line of Sixteenth Street;
IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line of Thirteenth Street;

NATIONAL AVENUE, between the east line of Twelfth Street and the northwesterly line of Sixteenth Street;

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 first day of July, 1929, to-wit, to and including the 30th day of June, 1930.

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 for San Diego Lighting District #1," filed April 4, 1929 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 ninety-two thousand, three hundred fifty-four and 40/100 (\$92,354.40) in twelve (12) equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasury 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 Ninety-two thousand, three hundred fifty-four and 40/100 dollars (\$92,354.40) 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 Ninety-two thousand, three hundred fifty-four and 40/100 dollars (\$92,354.40).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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

THE CITY OF SAN DIEGO.

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

(SEAL) Attest:

M. B. FOWLER

(SEAL) Attest:

ALLEN H. WRIGHT, City Clerk

HELEN M. WILLIG, Deputy.

I hereby approve the form of the foregoing Contract, this 10 day of July, 1929.

M. W. CONKLING

City Attorney.

By CHARLES C. QUITMAN

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 S.D.Lighting Dist. #1. Being Document No. 245600.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, in the sum of Five hundred twenty-eight dollars (\$528.00), 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 8th day of July, 1929.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into 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 following work, to-wit:

The furnishing of electric current for the lighting of the ornamental Street lights located on the following Streets in that district commonly known and designated as "LOMA PORTAL," in the City of San Diego, California, to-wit:

At the intersections of Locust Street with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersections of Evergreen Street with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersections of Willow Street with Curtis Street, Dumas Street, Elliott Street and Freeman Street;

At the intersection of Plum Street with Curtis Street;

At the intersection of Clove Street with Curtis Street, Dumas Street, and Elliott Street;

On Dumas Street, between Clove Street and Willow Street;

On Elliott Street, between Clove Street and Willow Street;

On Freeman Street, between Chatsworth Boulevard and Willow Street;

On Goldsmith Street, between Chatsworth Boulevard and Evergreen Street;

On Chatsworth Boulevard, between the southwesterly line of Curtis Street produced northwesterly, and its termination in Lytton Street;

On Lytton Street, between its termination in Chatsworth Boulevard and Rosecrans Street (excepting the northeasterly side of said Lytton Street, between Evergreen Street and Rosecrans Street); and

On the northwesterly side of Rosecrans Street, between the northeasterly line of Curtis Street produced southeasterly and Lytton Street; as required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L.M.KLAUBER

(SEAL) Attest:
M. B. FOWLER

Principal.

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT
SURETY.

(SEAL) Attest:
ARCHIE R. GOWAN
Resident Assistant Secretary.

Resident Vice-President.

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

On this 8th day of July, in the year nineteen hundred twenty-nine, 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 Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 8 day of July, 1929.

M. W. CONKLING
City Attorney.
By CHARLES C. QUITMAN
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 50512 passed and adopted on the 24th day of June, 1929, require and fix the sum of \$528.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK
Deputy.

CONTRACT FOR STREET LIGHTING LOMA PORTAL LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 15th day of July, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in that district commonly known and designated as "LOMA PORTAL," in the City of San Diego, California, to-wit:

At the intersections of Locust Street with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersections of Evergreen Street with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersections of Willow Street with Curtis Street, Dumas Street, Elliott Street and Freeman Street;

At the intersection of PLUM STREET with Curtis Street;

At the intersections of Clove Street with Curtis Street, Dumas Street and Elliott Street;

On Dumas Street, between Clove Street and Willow Street;

On Elliott Street, between Clove Street and Willow Street;

On Freeman Street, between Chatsworth Boulevard and Willow Street;

On Goldsmith Street, between Chatsworth Boulevard and Evergreen Street;

On Chatsworth Boulevard, between the southwesterly line of Curtis Street produced northwesterly, and its termination in Lytton Street;

On Lytton Street, between its termination in Chatsworth Boulevard and Rosecrans Street (excepting the northeasterly side of said Lytton Street, between Evergreen Street and Rosecrans Street); and

On the northwesterly side of Rosecrans Street, between the northeasterly line of Curtis Street produced southeasterly, and Lytton Street;

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 a period of one year from and after June 28, 1929, to-wit, to and including the 27th day of June, 1930.

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 for Loma Portal Lighting District No. 1," filed March 25, 1929 in the Office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two thousand, eight hundred eleven and 60/100 dollars (\$2811.60) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasury 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, eight hundred eleven and 60/100 dollars (\$2811.60) shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two thousand, eight hundred eleven and 60/100 dollars (\$2811.60).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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

By L. M. KLAUBER

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk
HELEN M. WILLIG
Deputy.

I hereby approve the form of the foregoing Contract, this 10 day of July, 1929.

M. W. CONKLING

City Attorney

By CHARLES C. QUITMAN

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 Loma Portal Lighting Dist. #1. Being Document No. 245601.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Skadston* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That C. G. CLAUSSEN & COMPANY, INC., a corporation, 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 SEVEN HUNDRED NINETY-EIGHT (798) Dollars (\$798.00), 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 July, 1929.

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:

1200 feet 16", Class "C" cast iron pipe; 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.

C. G. CLAUSSEN & CO., Inc.

Principal

C. G. CLAUSSEN

President.

(SEAL) Attest:
H. C. RUMETSCH

NATIONAL SURETY COMPANY

Surety.

By H. C. ROACH

Attorney in fact (H.C.Roach)

(SEAL) Attest:
A. C. ROHLSON

STATE OF CALIFORNIA,
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 10th day of July, in the year One Thousand Nine Hundred and 29, before me DOROTHY H. McLENNAN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared H.C.Roach known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of NATIONAL SURETY COMPANY, a corporation, and he 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, at my Office in said City and County of San Francisco the day and year in this certificate first above written.

DOROTHY H. McLENNAN

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

(SEAL)

My Commission expires December, 23, 1930

I Hereby Approve the form of the within Bond, this 13 day of July, 1929.

M. W. CONKLING

City Attorney

By C. L. BYERS

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 July, 1929.

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 15th day of July, 1929, 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. G. CLAUSSEN & COMPANY, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1200 feet - 16" Class "C", bell and spigot, cast iron pipe, in 4 meter-lengths, in accordance with the specifications therefor on file in the Office of the Superintendent of the Purchasing Department of said City;

Delivery to be made f.o.b. cars on dock, San Diego, California, (cars to be furnished by the City).

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

The sum of Two and 66/100 Dollars (\$2.66) per lineal foot.

Said contractor agrees to begin deliver of said material within 60 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of Oct., 1929.

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 66/100 Dollars (\$2.66) per lineal foot for 1200 feet of 16" Class "C" cast iron 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.

THE CITY OF SAN DIEGO.

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

(SEAL) Attest:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

(SEAL) Attest:

H. C. RUMETSCH

C. G. CLAUSSEN & CO., Inc.,

Contractor.

C. G. CLAUSSEN

President.

I hereby approve the form of the foregoing contract, this 13 day of July, 1929.

M. W. CONKLING

City Attorney.

By C. L. BYERS

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with C. G. Claussen & Co., Inc., for furnishing cast iron pipe to the City of San Diego, being Document No. 245651.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Stadstrom* 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 under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED FORTY-SEVEN (147), 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 17th day of July, 1929.

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 work upon CANTERBURY DRIVE, WESTMINISTER TERRACE and SUSSEX DRIVE, in the City of San Diego, California, within the limits and as particularly described in Resolution of Intention No. 49482, adopted by the Common Council March 25, 1929, and on file in the office of the City Clerk of the City Clerk of said City, 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:
P. A. BAILEY,

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By W. F. RABER, Principal
THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT, Resident Vice-President
Surety.

(SEAL) ATTEST:
ARCHIE R. GOWAN, Resident Assistant Secretary
STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 17th day of July, in the year nineteen hundred twenty-nine 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 Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan 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.

FRANCES S. BOWERS,
Notary Public in and for said San Diego County,
State of California.

I HEREBY APPROVE the form of the foregoing Undertaking this 18 day of July, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy
City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 50668 passed and adopted on the 8th day of July, 1929, require and fix the sum of \$147.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By HELEN M. WILLIG, Deputy.

(SEAL)

CONTRACT FOR STREET LIGHTING KENSINGTON MANOR LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 22 day of July, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 CANTERBURY DRIVE, between Sussex Drive and the northerly boundary line of the City of San Diego; WESTMINISTER TERRACE, between Canterbury Drive and the easterly boundary line of the City of San Diego; and SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of the City of San Diego; together with the maintenance of the posts, wires, conduits and lamps on the said streets, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of two years from and after July 1, 1929, to-wit, to and including the 30th day of June, 1931.

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 Kensington Manor Lighting Dist. #1" filed April 18, 1929 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Five Hundred Eighty-eight Dollars (\$588.00) 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 "Kensington Manor Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Five Hundred Eighty-eight Dollars (\$588.00) shall be paid out of any other fund than said special fund designated as "Kensington Manor 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 Eighty-eight Dollars (\$588.00).

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, 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:
P. A. BAILEY.

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

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By HELEN M. WILLIG, Deputy.

THE CITY OF SAN DIEGO.
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

I HEREBY APPROVE the form of the foregoing contract, this 18 day of July, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between San Diego Consolidated Gas & Electric Company, and The City of San Diego, on Kensington Manor Lighting District No. 1, being Document No. 246265.

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 PACIFIC TANK & PIPE COMPANY, Department of Tilden Lumber & Mill Company, as Principal and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland with principal office in the City of Baltimore, State of Maryland, a corporation organized 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, the sum of ONE THOUSAND SEVEN (1007) Dollars (\$1007.00), 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 July, 1929:

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:

7000 - 1/2" diameter, two-piece round mild steel pipe bands, with two malleable iron double pull shoes for each band, for 40" I.D. wood stave pipe, 1-1/2" net stave thickness, (see drawing WD-120);

Delivery f.o.b. cars City 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.

(SEAL) ATTEST:
A. W. WEIBEL, Sec.

PACIFIC TANK & PIPE CO., Department
of Tilden Lumber & Mill Co.
JAMES TYSON, Principal
UNITED STATES FIDELITY AND GUARANTY
COMPANY, Surety
By EDWIN C. PORTER, Attorney-in-Fact

ATTEST:
ANN MORRISON
STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO,) ss.

On this 18th day of July, in the year one thousand nine hundred and twenty-nine before me, Amy B. Townsend, a Notary Public in and for the City and County of San Francisco, personally appeared Edwin C. Porter, known to me to be the person whose name is subscribed to the within instrument as, the Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and his own name as Attorney-in-fact.

(SEAL)
My Commission expires October
29, 1930.

AMY B. TOWNSEND
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 22 day of July, 1929.

M. W. CONKLING, City Attorney.
By C. L. BYERS, Deputy City Attorney.
Common Council of the City of San

Approved by a majority of the members of the
Diego, California, this 22d day of July, 1929.

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY,
Members of the Common Council.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 22d day of July, 1929, 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, Department of Tilden Lumber & Mill 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:

7000 - 1/2" diameter, two-piece round mild steel pipe bands, with two malleable iron double pull shoes for each band, for 40" I. D.

wood stave pipe, 1-1/2" net stave thickness (see drawing WD-120);

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 sum of Fifty-seven and One-half Cents (\$0.57-1/2) each.

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 10th day of August, 1929.

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 Fifty-seven and One-half Cents (\$0.57-1/2) each for 7,000 1/2" diameter steel pipe bands.

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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

PACIFIC TANK & PIPE COMPANY, Department of Tilden Lumber & Mill Company.

By JAMES TYSON, Pres., Contractor.

(SEAL) ATTEST:
O. W. WEIBEL, Sec.

I HEREBY APPROVE the form of the foregoing contract, this 22 day of July, 1929.

M. W. CONKLING, City Attorney

By C. L. Byers, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between Pacific Tank & Pipe Company, Department of Tilden Lumber & Mill Company and the City of San Diego, being Document No. 246432.

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 H. L. BENBOUGH, 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, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED SIXTY Dollars (\$360.00), 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 11th day of August, 1928.

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 at the Ocean Beach Branch Library, Ocean Beach, in the City of San Diego, California, certain furniture and equipment for said Library in accordance with 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.

NEW YORK INDEMNITY COMPANY

SURETY.

By M. J. WHITE

Attorney-in-Fact.

(SEAL)

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

On this 11th day of August in the year one thousand nine hundred and twenty-eight 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.

ALGY E. LILLCRAP

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

(SEAL)

I Hereby Approve the form of the within bond, this 14th day of August, 1928.

JAS. E. O'KEEFE

City Attorney.

By ARTHUR L. MUNDO

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 August, 1929.

(SEAL) Attest:

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

J. V. ALEXANDER

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 26th day of August, 1929, 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 and deliver to said City:

1 - Fifteen tray sectional catalog cabinet equipped round rods to pass through holes in the lower margin of standard catalog cards. Exterior hardware, brushed brass. Back finished. Top and 26" leg base;

1 - Unit wing charging desk equipped with right standing wing and left sitting wing; sunken charging compartment equipped with trays covered by roll top; drop front with lock; one cash drawer equipped with lock; adjustable shelves; top five ply construction; right standing wing to be equipped with 15 tray unit card case to carry commercial-size 3x5 card;

1 - High swivel stool with saddle seat and back for above desk;

1 - Book truck approximately 42" high by 39" long by 14" wide; built with three open shelves, rubber tired steel wheels and leather or rubber-protected;

2 - Rectangular tables with four legs, 3' x 7'6" x 30" high; top five ply construction;

16 - Chairs reinforced with saddle seats to fit above table;

1 - Rectangular table 3' x 5' x 28" high; top five ply construction;

6 Chairs reinforced with saddle seats to fit above table;

1 Round library table 4' in diameter 30" high top five ply construction;

4 - Chairs reinforced with saddle seats to fit above table;

1 - Periodical rack pedestal style 8 compartments approximately 60" high by 48" wide by 23" deep; panelled back;

4 - Chairs reinforced with saddle seats to fit 28" table.

All furniture to be finished in dark oak. All exposed woodwork to be quarter-sawed oak, thoroughly seasoned, and the various units thereof must match in color and finish.

Furniture to be delivered and set in place in Library ready for use.

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 Four Hundred Forty-one and 40/100 Dollars (\$1441.40).

Said contractor agrees to begin delivery of said material within 24 hours days from and after the date of the execution of this contract.

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

The sum of One Thousand Four Hundred Forty-one and 40/100 Dollars (\$1441.40).

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.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

H. L. BENBOUGH

Contractor.

I hereby approve the form of the foregoing contract, this 14th day of August, 1928,

JAS. E. O'KEEFE

City Attorney.

By ARTHUR L. MUNDO

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between H. L. Benbough and the City of San Diego. Being Document No. 229474.

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 AGREEMENT, made the 8th day of July, 1929, by and between SWEETWATER FRUIT COMPANY, a corporation, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

THAT WHEREAS, the party of the first part heretofore on the 30th day of October, 1906, granted to the Southern California Mountain Water Company a right of way for a pipe line in Tracts 72 and 73 of the National Rancho, and the said Southern California Mountain Water Company agreed to make certain deliveries of water from said pipe line to the first party; and

WHEREAS, the City of San Diego, party of the second part herein, has succeeded to all the rights of the Southern California Mountain Water Company aforesaid in respect to the said right of way;

NOW, THEREFORE, for the purpose of making more definite and certain the rights of the parties, it is hereby agreed that the party of the second part will have and it is hereby granted a right of way for its water pipe and the right of ingress and egress for the purpose of making surveys, locating, putting down, constructing, reconstructing, enlarging, maintaining, operating, adding to, by-passing, connecting with and repairing of said carrying pipes and such side pipes, branches and taps of said second party, and for all other uses and purposes as are or may be necessary and incidental to the maintenance and operation of the said second party's water system, and to its successors and assigns, forever, over that certain real property described as follows, to-wit:

Beginning at a three-inch pipe which is the corner common to Quarter Sections 72, 73, 84 and 85, Rancho de la Nacion; thence north 71 degrees, 21 minutes east 659 feet to a two-inch iron pipe which is the southeast corner of the west quarter of Quarter Section 73, which is the true point of beginning; thence north 17 degrees, 44 minutes west 135.95 feet to a point on the east line of the west quarter of Quarter Section 73, which said point is 30 feet westerly from the City's present main pipe line from Lower Otay Reservoir to Chollas Heights Reservoir; thence continuing north 3 degrees 10 minutes east 30 feet and parallel to said main pipe line a distance of about 319.4 feet to an intersection with the south line at Bonita Avenue, as shown on San Diego County Highway Commission Bonita Road #7 Sheet #4; thence continuing along the south line of Bonita Avenue north 55 degrees 23 minutes east a distance of 63.26 feet; thence south 3 degrees 10 minutes west 20 feet easterly, and parallel to the City's main pipe line a distance of 384.93 feet to a point; thence south 7 degrees 29 minutes east 94.28 feet to an intersection with the south line of Quarter Section 73 which said point is north 71 degrees 21 minutes east 20.39 feet from the southeast corner of the west quarter of Quarter Section 73; thence continuing south 7 degrees 29 minutes east 116.42 feet to an intersection with the easterly line of the west quarter of Quarter Section 72; thence north 17 degrees 34 minutes west 114.23 feet to the true point of beginning, which is the southeast corner of the west quarter of Quarter Section 73; excepting therefrom that portion of said property heretofore deeded to the County of San Diego, for County Highway Purposes and known as Bonita Road #7, all in San Diego County, State of California.

And it is agreed that the party of the second part will deliver from its said mains to the party of the first part, and its successors and assigns forever, water for domestic purposes for not to exceed four (4) residences in the westerly three-quarters of the north half of Section 72, Rancho de la Nacion, at and for the usual rates charged by second party, through a meter to be placed upon the right of way and at a convenient place, for the supplying of such water near the southerly end of such right of way, and that this grant and agreement shall be deemed to take the place of and substitute the original agreement aforesaid between the party of the first part and the Southern California Mountain Water Company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers, this ___ day of ___ 1929.

SWEETWATER FRUIT COMPANY

By BERNARD C. WELD

President.

(SEAL) Attest:

JOSEPH REMICK

Secretary.

THE CITY OF SAN DIEGO.

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 27th day of June, 1929.

M. W. CONKLING

City Attorney.

H. N. SAVAGE

Engineer in Charge, Water Development Bureau.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between City of San Diego And Sweetwater Fruit Co. Being Document No. 244935.

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

THIS AGREEMENT, entered into this 26th day of August, 1929, by and between the City of San Diego, hereinafter called the City, and San Dieguito Irrigation District, hereinafter called the District, WITNESSETH:

WHEREAS, the City controls and operates under a "Lease and Option to Purchase" that certain dam and reservoir known as San Dieguito Reservoir, together with certain lands adjacent thereto, situated in Rancho Santa Fe, San Diego County, California, and

WHEREAS, the District obtains its water supply from said reservoir under the terms of a certain contract between the Santa Fe Land Improvement Co., and the District, dated January 18, 1923, with regard to which contract the City is now the successor in interest to said Santa Fe Land Improvement Co., and

WHEREAS, the District is desirous of installing chlorinator equipment on the land controlled by the City under said "Lease and Option to Purchase", said land lying immediately West of San Dieguito Reservoir, for the purpose of sterilizing the water supply of said District,

NOW, THEREFORE, in consideration of the premises and of the mutual promises, agreements and conditions to be kept and performed by each of said parties respectively, hereinafter set forth, it is hereby agreed by and between said parties as follows:

CITY'S AGREEMENT

The City agrees to permit the District to construct works, to occupy the City's land, to use the City's property and facilities, as follows:

To install, operate, maintain and replace such chlorinator equipment as the District may require, together with all necessary piping and appurtenances.

To construct a frame building to house said equipment.

To utilize the Simplex Meter Venturi tube for the automatic control of said chlorinators.

To lay pipe lines connecting the said Venturi tube with the automatic chlorinator, across Lot 3, Block 5 of Rancho Santa Fe, along the route shown on the attached map, in so far as the City has the right to grant said permission by virtue of any easement which it may have over said Lot 3 for the City's pipe lines connecting the said Venturi tube with the Simplex meter.

To erect a pole line for carrying an electric circuit from the pump house of the Santa Fe Irrigation District near the South end of the dam, to the chlorinator house, for use in heating same during cold weather.

The location of the above construction and installations shall be in accordance with the attached map, but minor changes may be made with the consent of the City's engineer in charge of water supply.

DISTRICT'S AGREEMENT

The District agrees to construct, operate and maintain said equipment in a good and workmanlike manner, with due regard for the rights and interests of all parties at interest, and under the direction and to the satisfaction of the Engineer for the City; and to protect the City from any claims for damages due to the construction, operation, or maintenance of said equipment; and to protect the property of the City from any and all damages occasioned by said chlorination equipment;

CONTRACT TERM

The term of this contract shall be perpetual, unless it should be held by a decree of any court of competent jurisdiction that either of the parties hereto cannot enter into a perpetual contract, in which event the District shall have the right and option to renew this contract for periods of twenty-five (25) years at the times when the aforesaid contract of January 18, 1923, is renewed, if and when such renewals are effected; and said renewals of the contract of January 18, 1923, shall automatically constitute renewals of this contract without further action being taken by the parties hereto; it being the intention of the parties hereto to make this contract perpetual insofar as the parties hereto can legally make it so.

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.

(SEAL) Attest:

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

CITY OF SAN DIEGO
BY J. V. ALEXANDER
BY S. P. MCMULLEN
BY L. C. MAIRE
BY E. H. DOWELL
BY IRA S. IREY

SAN DIEGUITO IRRIGATION DISTRICT
BY CHAS. H. WEBSTER

President

(SEAL) Attest:

STEPHEN JONES,
Secretary.

I Hereby approve the form of the foregoing Contract, July 12, 1929.

M. W. CONKLING
City Attorney.

RESOLUTION

WHEREAS, the Secretary presented and read to this Board of Directors a contract proposed to be entered into by and between the City of San Diego and the San Dieguito Irrigation District, wherein permission is given the San Dieguito Irrigation District by the City of San Diego to install, operate, maintain and replace such chlorinator equipment as the District may require, and do all necessary construction in connection with such chlorinator equipment, on property owned or controlled by the City of San Diego, adjacent to the San Dieguito Reservoir, situate in Rancho Santa Fe, County of San Diego, State of California.

WHEREAS, said contract is satisfactory to this Board of Directors.

NOW, THEREFORE, be it resolved, by the Board of Directors of the San Dieguito Irrigation District that said contract be, and the same is hereby approved and accepted and the President and Secretary of this Board be, and they hereby are, authorized and directed to execute same in the name and under the corporate seal of the District.

The above resolution was introduced by Director Coutts, seconded by Director Beauchamp, voted upon and unanimously carried.

SECRETARIAL CERTIFICATE:

I, Stephen Jones, Secretary of the San Dieguito Irrigation District, hereby certify that the foregoing is a full, true and complete copy of the Resolution of said Board of Directors, passed and adopted on the 6th day of August, 1929;

STEPHEN JONES
Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between City of San Diego and San Dieguito Irrigation District. Being Document No. 247405.

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

LEASE

THIS AGREEMENT, made and entered into this 19th day of August, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 12273 of the Ordinances of the City of San Diego, authorizing the execution of this lease, and H. K. W. KUMM, F. GERTRUDE KUMM, HENRY KUMM AND KARL KUMM, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees the following described portion of the Pueblo Lands of the City of San Diego, to-wit:

Commencing at a point on the southerly boundary line of Pueblo Lot 1781, which said point is distant 1200 feet from the southwesterly corner of said Pueblo Lot 1781; thence following the southerly boundary line of Pueblo Lots 1780 and 1781 in an easterly direction a distance of 1740 feet to a point on the southerly boundary of Pueblo Lot 1780; thence in a northerly direction and at right angles to the southerly boundary line of Pueblo Lot 1780 a distance of 1000 feet to a point; thence in a southwesterly direction, and parallel to the southerly boundary lines of said Pueblo Lots a distance of 1740 feet to a point; thence at right angles in a southeasterly direction a distance of 1000 feet to the point or place of beginning.

TO HAVE AND TO HOLD the said land and each and every parcel thereof for a term commencing on the first day of May, 1929, and ending January 1st, 1940, unless sooner terminated, as herein provided, at the following rentals:

One hundred fifty dollars (\$150.00) per year for the first five (5) years of said term, and two hundred dollars (\$200.00) per year for the remainder of said term ending January 1st, 1940; said rent to be due and payable on the first day of May of each and every year during the full term of this lease and all renewals or continuances thereof.

It is hereby agreed by and between the parties hereto that this lease may be renewed from year to year, at the option of said parties, for an additional period of not to exceed five (5) years from and after said first day of January, 1940. For the additional period of said lease beyond the first day of January, 1940, the rental shall be such sum or sums as may be agreed upon between the parties, which rental shall be based upon and shall not exceed the rental value of adjoining land used for agricultural purposes. If the amount of such rental cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, and the two arbitrators so selected to select a third.

The City of San Diego hereby reserves the right and privilege to terminate this lease at any time prior to January 1st, 1940, upon six months' notice to said Lessees, and upon payment by the City to the Lessees of the actual damages sustained by the said Lessees by reason of the termination of the same. If the amount of such damages cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, and the two arbitrators so selected to select a third. In the event of the renewal of this lease from and after the first day of January, 1940, the same may be terminated at any time thereafter upon six months' notice by the said City, and without payment of damages of any kind to the Lessees.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessees have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by Ordinance duly and regularly adopted and approved.

That the demised premises shall be used only and exclusively for the purpose of conducting and maintaining thereon a Passion Fruit Plantation.

That the Lessees shall have the right to erect and maintain on said leased premises such buildings and structures as may be convenient or necessary for the project, or for the propagation or raising of Passion Fruit.

That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessees shall have the right to remove all improvements and plants from said leased premises, and shall leave the said premises in as good state and condition as the same are now in, or may be put into, reasonable use and wear thereof, and damage by the elements excepted; provided, however, that should the City of San Diego desire to continue the project of growing Passion Fruit, that then and in that event all vines, plants and structures necessary for their propagation shall be turned over to, and become the property of, The City of San Diego.

It is further hereby agreed and understood that at no time during the life of this lease shall the City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described, nor shall said City be required to construct or maintain any highway, road or Street, gas or water main or pipe or other public utility of any kind to said leased property, or by reason of this lease.

In the event that the Lessees shall fail to conduct and maintain a Passion Fruit Plantation upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by them under this lease undertaken, then and in that event this lease shall terminate, and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessees shall forfeit all rights and claims thereto and thereunder; and said Lessees, in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessees to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto subscribed their names, as and for the act of said City, and the said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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

H. K. W. KUMM

F. GERTRUDE KUMM

HENRY W. KUMM

KARL G. KUMM

Lessees.

(SEAL) Attest:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK

Deputy.

I hereby approve the form of the foregoing Lease, this 16 day of May, 1929.

M. W. CONKLING, City Attorney.

By H. C. HOPKINS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with H. K. W. Kumm et al and the City of San Diego. Being Document No. 247485.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadston Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That Western Metal Supply 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 FIVE HUNDRED SEVENTY-FIVE Dollars (\$1575.00), lawful money of the United States of America to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of August, 1929.

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' - 3/4" malleable copper tubing in 20' lengths;

15,000' - 3/4" " " " in 60' lengths

coiled and packed in cases; and

2,500' - 1" malleable copper tubing in 20' lengths;

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

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

ATTEST: (SEAL)

W. J. DOWD

WESTERN METAL SUPPLY COMPANY,
By W. C. SHAW, Secy. Principal
THE AETNA CASUALTY AND SURETY COMPANY,
Surety.

(SEAL) ATTEST:

PAUL WOLCOTT, Resident Assistant Secretary

By FRANK A. SALMONS, Resident Vice-President

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

On this 17th day of August, in the year nineteen hundred twenty-nine, 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 Vice President, and Paul Wolcott, 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 Paul Wolcott 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 Bond, this 17 day of Aug. 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, 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 August, 1929.

(SEAL) ATTEST:

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
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 August, 1929, 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:

15,000 lineal feet of 3/4" malleable copper tubing in 20 foot lengths;

15,000 lineal feet of 3/4" malleable copper tubing in 60 foot lengths coiled and packed in cases; and

2,500 lineal feet of 1" malleable copper tubing in 20 foot lengths;

Delivery f.o.b. cars on 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:

15,000' 3/4" malleable copper tubing in 20' lengths, per 100 feet,-----\$18.40

15,000' 3/4" malleable copper tubing in 60' lengths, coiled and packed in cases, per 100 feet,-----\$19.07

2,500' 1" malleable copper tubing in 20' lengths, per 100 feet,-----\$22.99

Said contractor agrees to begin delivery of said material within sixty days from and after the date of the execution of this contract, and to complete said delivery on or before the 17th day of October, 1929.

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:

- For 15,000' - 3/4" malleable copper tubing in 20' lengths, the sum of \$18.40 per 100 feet;
 " 15,000' - 3/4" malleable copper tubing in 60' lengths, the sum of \$19.07 per 100 feet;
 " 2,500' - 1" malleable copper tubing in 20' lengths, the sum of \$22.99 per 100 feet.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council
 WESTERN METAL SUPPLY COMPANY

By W. C. SHAW, Sec.

Contractor.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

(SEAL) ATTEST:

W. J. DAVID

I hereby approve the form of the foregoing contract, this 17 day of Aug. 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, 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 Western Metal Supply Co., being Document No. 247504.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

LEASE

THIS INDENTURE, made in duplicate this 14th day of August, 1929, between H. E. RHOADS and F. J. HARTMAN, hereinafter called the Lessors, party of the first part and THE CITY OF SAN DIEGO, a municipal corporation hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as Lessee, and the party of the second part does hereby rent and take as Lessee those certain premises known and described as the Westerly one-half (1/2) of the room in the Central Building at No. 1049 Wall Street, opposite the La Jolla National Bank, approximately ten by forty-five (10 x 45) feet in size, and the room in the Central Building at No. 7878 Herschel Avenue, opposite the La Jolla Fire Department, approximately twelve by forty (12 x 40) feet in size, all in La Jolla, in the City of San Diego, County of San Diego, State of California; the premises hereby leased to be used by the said Lessee as Police Headquarters for the term commencing the first (1st) day of September 1929, and terminating on the thirtieth (30th) day of June, 1930.

Yielding and paying therefor during the term thereof the sum of Fifty-five (\$55.00) Dollars per month for both of said premises described, payable monthly in advance on the first day of each month.

It is expressly understood and agreed by and between the parties hereto that this Lease is upon the following conditions and covenants, all of which the lessee, its legal representatives and assigns, hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than Police Headquarters, and purposes connected therewith, 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, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

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

3. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.

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

5. That the Lessor shall, at his own charge and expense keep the walls, roof and exterior portions of said premises in good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

6. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

7. 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 shall permit, damage by the elements excepted.

8. That the said Lessor shall pay for all the water used by the Lessee on said premises.

9. IT IS FURTHER AGREED that the Lessor shall cut and construct a doorway through

the tile wall between the two rooms above described so as to make an adequate connection.

10. That the Lessee will pay for gas and electricity consumed in the two rooms above described.

11. IT IS FURTHER AGREED that upon the expiration of the term of this Lease the Lessee shall have the right and option to renew this Agreement for a further period of two (2) years, at a rental of Sixty (\$60.00) Dollars per month for both premises described herein upon and under all the other terms and conditions as herein provided.

IN WITNESS WHEREOF the Lessor and Lessee have executed these presents in duplicate the day and year first above written.

H. E. RHOADS
F. J. HARTMAN
Box 1, La Jolla, Calif.
THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY,

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

LESSEE

I hereby approve the form of the foregoing Lease, this 14 day of Aug., 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between H. E. Rhoads, F. J. Hartman and the City of San Diego, being Document No. 247520

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willis Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND EIGHTY-SIX DOLLARS (\$1086.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of August, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, WEST ATLANTIC STREET, HARASTHY STREET, ANDREWS STREET and WINDER STREET, in said City, within the limits and as particularly described in Resolution of Intention No. 49625, adopted by the Common Council April 8, 1929, and on file in the office of the City Clerk of said City, 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, Principal.

(SEAL) ATTEST:

M. B. FOWLER

(SEAL) ATTEST:

ARCHIE R. GOWAN

Resident Assistant

STATE OF CALIFORNIA,) ss

COUNTY OF SAN DIEGO,)

THE AETNA CASUALTY AND SURETY COMPANY

By PAUL WOLCOTT, Resident Vice-President
Surety.

On this 16th day of August, in the year nineteen hundred twenty nine, 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 Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan 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.

FRANCES S. BOWERS

(SEAL)

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

I HEREBY APPROVE the form of the foregoing Undertaking this ___ day of ___, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 50917 passed and adopted on the 29th day of July, 1929, require and fix the sum of \$1086.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

(SEAL)

City Clerk of the City of San Diego.

By FRED W. SICK, Deputy

CONTRACT FOR STREET LIGHTING

FIVE POINTS LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 19th day of August, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California; hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit: INDIA STREET, between Andrews Street and Chalmers Street; the southwesterly line of KETTNER BOULEVARD, between Winder Street and Chalmers Street; CALIFORNIA STREET, between the southwesterly prolongation of the northwesterly line of Pringle Street and the southwesterly prolongation of the northwesterly line of Winder Street; MOORE STREET, between Noell Street and California Street; HANCOCK STREET, between Harasthy Street and Chalmers Street; WEST ATLANTIC STREET, between Witherby Street and Harasthy Street; HARASTHY STREET, between West Atlantic Street and California Street; ANDREWS STREET, between California Street and India Street; and WINDER STREET, between Hancock Street and Kettner Boulevard; 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 August 5, 1929, to-wit, to and including August 4, 1930.

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 Dist. #1", filed April 24, 1929, 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 Four Thousand Three Hundred Forty and 40/100 Dollars (\$4,340.40) 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 Four Thousand Three Hundred Forty and 40/100 Dollars (\$4,340.40), 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 Four Thousand Three Hundred Forty and 40/100 Dollars (\$4,340.40).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council
M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney

I HEREBY approve the form of the foregoing Contract, this 17 day of August, 1929.

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. 247527.

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

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED TWENTY DOLLARS (\$620.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of August, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and on 30TH STREET, between the south line of Lincoln Avenue and the north line of Wightman Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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, Principal

(SEAL) ATTEST:
M. B. FOWLER

(SEAL) ATTEST:
 ARCHIE R. GOWAN,
 Resident Assistant Secretary
 STATE OF CALIFORNIA,) ss.
 COUNTY OF SAN DIEGO.)

THE AETNA CASUALTY AND SURETY COMPANY
 By PAUL WOLCOTT, Resident Vice President
 Surety

On this 16th day of August, in the year nineteen hundred twenty-nine, 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 Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan 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.

FRANCES S. BOWERS

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

(SEAL)

I HEREBY APPROVE the form of the foregoing Undertaking this 17 day of August, 1929.

M. W. CONKLING, City Attorney

By CHARLES C. QUITMAN, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 50919 passed and adopted on the 29th day of July, 1929, require and fix the sum of \$620.00 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)

CONTRACT FOR STREET LIGHTING
 UNIVERSITY AVENUE LIGHTING DISTRICT
 NO. 1.

THIS AGREEMENT, made and entered into this 19th day of August, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209 University Heights; and on 30th Street, between the south line of Lincoln Avenue and the north line of Wightman Street, 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 August 7, 1929, to-wit, to and including the 6th day of August, 1930.

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 #1", filed April 23, 1929, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Four Hundred Seventy-four and 40/100 Dollars (\$2,474.40) 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 the "University Avenue Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of Two Thousand Four Hundred Seventy-four and 40/100 dollars (\$2,474.40) 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 Two Thousand Four Hundred Seventy-four and 40/100 Dollars (\$2,474.40).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

I HEREBY approve the form of the foregoing Contract, this 17 day of August, 1929.

M. W. CONKLING, City Attorney

By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract, between the City of San Diego, California, and San Diego Consolidated Gas & Electric Company, being Document No. 247528.

ALLEN H. WRIGHT, City Clerk

By August M. Hadstrom, Deputy

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE FIFTY-SIX DOLLARS (\$1,356.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of August, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon UNIVERSITY AVENUE, between the northeasterly line of Boundary Street and the west line of Euclid Avenue; 34th Street, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue, 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

By W. F. RABER, Principal

(SEAL) ATTEST:
M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT, Resident Vice-President, Surety

(SEAL) ATTEST:
ARCHIE R. GOWAN
Resident Assistant Secretary

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

On this 16th day of August, in the year nineteen hundred twenty-nine, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice President, and Archie R. Gowan, 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 Paul Wolcott and Archie R. Gowan 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 17 day of August, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 50918 passed and adopted on the 29th day of July, 1929, require and fix the sum of \$1,356.00 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)

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 3

THIS AGREEMENT, made and entered into this 19th day of August, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

UNIVERSITY AVENUE, between the northeasterly line of Boundary Street and the west line of Euclid Avenue; 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue; 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 August 8, 1929, to-wit, to and including August 7, 1930.

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 Ave. Lighting Dist. #3", filed April 24, 1929, in the office of the City Clerk of said City of San Diego.

And said second party hereby agreed that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Five Thousand Four Hundred Twenty and 40/100 Dollars (\$5,420.40) 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 "University Avenue Lighting District No. 3 Fund".

And it is further mutually agreed that no part or portion of said sum of Five

Thousand Four Hundred Twenty and 40/100 Dollars (\$5,420.40), 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 Five Thousand Four Hundred Twenty and 40/100 Dollars (\$5,420.40).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

(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 17 day of August, 1929.

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Contract, between the San Diego Consolidated Gas & Electric Co. and the City of San Diego, California, being Document No. 247529.

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

By August M. Wadstrom Deputy.

RESOLUTION NO. 51222
RESOLUTION AUTHORIZING PERMIT TO BE EXECUTED BY
MAYOR AND CITY CLERK

WHEREAS, The City of San Diego has not heretofore had toll service upon certain of its properties adjacent to Hodges Reservoir and San Dieguito Reservoir; and

WHEREAS, negotiations have been carried on with the Pacific Telephone & Telegraph Company for telephone service to facilitate the operation and maintenance of San Diego's Hodges and San Dieguito Reservoirs; and

WHEREAS, the Pacific Telephone & Telegraph Company have applied to the said City for a permit to erect certain poles and fixtures for the purpose of providing said toll service to the said City upon its properties aforesaid, NOW, THEREFORE,

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

That the Mayor and City Clerk of The City of San Diego be, and they are hereby authorized and directed to execute, for and on behalf of The City of San Diego, a permit to the Pacific Telephone & Telegraph Company, its successors and assigns, to place and maintain poles with the necessary wires and fixtures upon premises adjacent to Lake Hodges Dam and San Dieguito Dam; said permission and permit to be revocable by The City of San Diego upon giving thirty (30) days' written notice to the said Pacific Telephone & Telegraph Company; and all damages to the premises to be made good by the said Pacific Telephone & Telegraph Company without injury or cost to The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 51222, as adopted by the Common Council of the City of San Diego on the day of AUG. 19, 1929

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By CLARK M. FOOTE, JR., Deputy.

(SEAL)

PERMIT TO PLACE AND MAINTAIN CERTAIN
POLES, WIRES AND FIXTURES UPON THE
PREMISES ADJACENT TO LAKE HODGES

PERMISSION IS HEREBY GRANTED the Pacific Telephone & Telegraph Company, its successors and assigns, to place and maintain poles, with the necessary wires and fixtures, upon the premises adjacent to Lake Hodges Dam and San Dieguito Dam, in the County of San Diego, State of California, at the places and in the manner and upon the property described as is shown in the following attached drawing No. 907, attached hereto and made a part hereof.

This permission is revocable by giving the Pacific Telephone & Telegraph Company thirty (30) days' notice in writing; and is further given on the condition that the work herein permitted shall be done with care, and that all damage to the premises caused thereby shall be made good by the said Pacific Telephone & Telegraph Company without injury or cost to The City of San Diego. IN WITNESS WHEREOF, the Mayor and City Clerk of The City of San Diego, thereunto duly authorized, have hereunto subscribed their names on behalf of The City of San Diego.

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

THE CITY OF SAN DIEGO
By HARRY C. CLARK, Mayor of said City.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from the City of San Diego, California, to Pacific Telephone & Telegraph Co. to place poles, etc., near Lake Hodges, being Document No. 247637

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

THIS AGREEMENT, entered into this 14th day of October, 1929, by and between the City of San Diego, hereinafter called the City, and the San Dieguito Irrigation District, hereinafter called the District.

WITNESSETH:

WHEREAS, the City controls and operates under a "Lease and Option to Purchase" that certain dam and reservoir known as San Dieguito Reservoir, situated in Rancho Santa Fe, San Diego County, California, and

WHEREAS, the District obtains its water supply from said reservoir under the terms of a certain contract between the Santa Fe Land Improvement Company and the District, dated January 18, 1923, with regard to which contract the City is now the successor in interest to said Santa Fe Land Improvement Company, and

WHEREAS, the District is desirous of installing an extension to the outlet from the reservoir for the purpose of improving the quality of water drawn from the reservoir,

NOW, THEREFORE, in consideration of the premises and of the mutual promises, agreements and conditions to be kept and performed by each of said parties respectively, hereinafter set forth, it is hereby agreed by and between said parties as follows:

CITY'S AGREEMENT

The City agrees to permit the District to construct works and to use the City's property and facilities as follows:

To install, maintain and replace an outlet extension, a winch and an I-beam support, together with all necessary appurtenances. The location of the above construction and installations shall be in accordance with the attached map, but minor changes may be made with the consent of the Hydraulic Engineer of the City.

DISTRICT'S AGREEMENT

The District agrees to construct and maintain said equipment at its own sole expense in a good and workmanlike manner, with due regard for the rights and interests of all parties at interest, and under the direction and to the satisfaction of the Hydraulic Engineer of the City; and to protect the City from any claims for damages due to the construction, and maintenance of said equipment; and to protect the property of the City from any and all damages occasioned by said equipment.

DURATION AND TERMINATION OF AGREEMENT.

This agreement shall be in effect so long as mutually agreeable or until the City may have reason for discontinuing the operation of the device temporarily or permanently.

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.

(SEAL) ATTEST:

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

City OF SAN DIEGO

By J. V. ALEXANDER

By S. P. McMULLEN

By L. C. MAIRE

By E. H. DOWELL

By IRA S. IREY

SAN DIEGUITO IRRIGATION DISTRICT

By CHAS. H. WEBSTER, President

By STEPHEN JONES, Secretary.

(SEAL) ATTEST:

STEPHEN JONES, Secretary.

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

On this First day of October, 1929, before me, Kenneth L. Warner, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Chas. H. Webster known to me to be the President and Stephen Jones 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.

KENNETH L. WARNER,

(SEAL) ATTEST:

My Commission expires,
June 21st, 1930.

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

RESOLUTION

WHEREAS, the Secretary presented and read to this Board of Directors a contract proposed to be entered into by and between the City of San Diego and the San Dieguito Irrigation District, wherein permission is given the San Dieguito Irrigation District by the City of San Diego to install, maintain and replace an outlet extension, a winch and an I-beam support, together with all necessary appurtenances, at the San Dieguito Reservoir.

WHEREAS, said contract is satisfactory to this Board of Directors.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Dieguito Irrigation District that said contract be, and the same is hereby approved and accepted and the President and Secretary of this Board be, and they hereby are, authorized and directed to execute same in the name and under the corporate seal of the District.

The above resolution was introduced by Director Coutts, seconded by Director Beauchamp, voted upon and unanimously carried.

SECRETARIAL CERTIFICATE:

I, Stephen Jones, Secretary of the San Dieguito Irrigation District, hereby certify that the foregoing is a full, true and complete copy of the resolution of said Board of Directors, passed and adopted on the 1st day of October, 1929.

STEPHEN JONES, Secretary.

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 San Dieguito Irrigation District being Document No. 249436.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That NEUNER CORPORATION, a corporation, as Principal and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, municipal corporation in the County of San Diego, State of California, in the sum of Three hundred seventy-five Dollars (\$375.00), 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 Twenty first day of August, 1929.

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 lithograph and furnish to The City of San Diego twenty-four hundred (2400) 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. M. NEUNER, V.P.

NEUNER CORPORATION,
By C. W. MASON, Secty Treas., Principal
MARYLAND CASUALTY COMPANY, Surety
By FRANCES GRAY
FRANCES GRAY, Attorney-in-fact

THE PREMIUM CHARGED FOR THIS BOND IS \$5.00

STATE OF CALIFORNIA,) ss
COUNTY OF LOS ANGELES)

ON THIS TWENTY FIRST day of AUGUST, A.D. 1929, before me, Morton L. Barker, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared FRANCES GRAY known to me to be the person whose name is subscribed to the within Instrument as the Attorney-in-Fact of MARYLAND CASUALTY COMPANY, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as Surety, and his own name as Attorney-in-Fact.

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

(SEAL)

My Commission Expires
Feb. 15, 1931.

MORTON L. BARKER
Notary Public in and for said County, State of California.

I HEREBY approve the form of the within Bond, this 23 day of Aug, 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, 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 August, 1929.

(SEAL) ATTEST:

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY,
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 August, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and NEUNER CORPORATION, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Two thousand one hundred twenty (2120) Pipeline and Reservoir Bonds of The City of San Diego, of which two thousand and eighty (2080) shall be of the denomination of one thousand dollars (\$1000.00) each, and forty (40) of which shall be of the denomination of five hundred dollars (\$500.00) each. Said bonds shall be numbered from 1 to 2120, both inclusive, as follows: Beginning with "No. 53," the \$500.00 denominations shall be given each fifty-third number, as "No. 53," "No. 106," "No. 159," etc., to and including "No. 2120," and the \$1000.00 denominations shall be given the remaining numbers, to and including "No. 2119," and omitting the numbers given as above provided for the \$500.00 denominations.

Two hundred eighty (280) Acquisition and Investigation Water Bonds of The City of San Diego, of which two hundred forty (240) shall be of the denomination of \$1000.00 each, and forty (40) of which shall be of the denomination of \$500.00 each. Said bonds shall be numbered from 1 to 280, both inclusive, as follows: Beginning with "No. 7," the \$250.00 denominations shall be given each seventh number, as "No. 7," "No. 14," "No. 21," etc., to and including "No. 280," and the \$1000.00 denominations shall be given the remaining numbers, to and including "No. 279," and omitting the numbers given as above provided for the \$250.00 denominations.

Said bonds, and the coupons thereto attached, shall be lithographed on Crane's B and Paper No. 29, and shall be in the form set out in Ordinance No. 12421 of the ordinances of The City of San Diego. The style and arrangement of said bonds and coupons shall be in accordance with the sample bond on file in the office of the Superintendent of the Purchasing Department of said City.

The form of the bond shall be approved by the City Attorney, and the color, size and arrangement of the coupons shall be to the satisfaction of the City Auditor and City Treasurer of said City.

A sample copy of each denomination of the bonds, together with coupons attached thereto, shall be furnished to The City of San Diego.

Said contractor hereby agrees to furnish and deliver the said bonds above described at and for the following prices, to-wit: For the sum of fourteen hundred and eighty-seven dollars (\$1487.00).

Said contractor agrees to furnish samples for approval, and further agrees to deliver said bonds within thirty (30) days from and after the date of the execution of the contract.

Said City, in consideration of the furnishing and delivery of said bonds 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 bonds 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 fourteen hundred eighty-seven dollars (\$1487.00).

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 bonds, as herein specified.

No interest in this agreement shall be transferred 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 such 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 the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

(SEAL) ATTEST:

C. M. NEUNER, V.P.

NEUNER CORPORATION, Contractor

By C. W. MASON, Secty. & Treas.

I hereby approve the form of the foregoing contract, this ___ day of August, 1929.
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 Neuner Corporation, being Document No. 247677.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California

By August M. Hadstrom Deputy.

NOTICE OF APPROPRIATION OF WATER.

THE CITY OF SAN DIEGO, a municipal corporation, located in the County of San Diego, State of California, hereby claims and appropriates all of the waters of Black Canyon Creek, a tributary to the Santa Ysabel Creek, in the County of San Diego, State of California, to the extent of seven thousand (7000) miners inches, measured under a four-inch pressure, whether above or below the ground, and now flowing or hereafter to flow at the following point on said stream, the same being the point where this notice is posted, and at the point at which the City intends to divert said water, to-wit:

Within the northeast quarter of the northeast quarter of Section 17, Township 12 South, Range 2 East, S.B.B. & M., at the Black Canyon Dam Site, on the Black Canyon Creek, in the County of San Diego, State of California.

Said water is appropriated, claimed and intended for municipal use of The City of San Diego and for domestic use of the inhabitants thereof, and for such other uses as may be of the same by said City under the laws of the State of California.

The place where it is intended to use said water is The City of San Diego, in said County of San Diego.

The City of San Diego intends to divert said water by means of a dam in said stream-bed and by a flume, ditch, tunnel or other aqueduct five (5) feet wide and four (4) feet deep, and by means of the natural creek-bed of the San Vicente Creek, and by means of a thirty-six inch riveted steel pipe, into The City of San Diego.

Dated this 31st day of December, 1926.

THE CITY OF SAN DIEGO.

By F. A. RHODES, Manager of Operation

Posted December 31, 1926, at 2:45 P.M.

J. W. Williams, Consulting Engineer.

RECORDED AT REQUEST OF Claimant JAN 7, 1927, at 2 Min. past 12 o'clock P.M., In Book No. 4 Page 318 of Water Claims, Records of San Diego County, Calif.

By JOHN H. FERRY, County Recorder.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Water Claim, being Document No. 247729.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

NOTICE OF APPROPRIATION OF WATER

THE CITY OF SAN DIEGO, a municipal corporation, located in the County of San Diego, State of California, hereby claims and appropriates all of the waters of the San Diego River, in the County of San Diego, State of California, to the extent of thirty thousand, four hundred (30,400) miners inches measured under a four-inch pressure, whether above or below the ground, and now flowing or hereafter to flow at the following point on said stream, the same being the point where this notice is posted, and at the point at which the City intends to divert said water, to-wit:

Within the southwest quarter of the southwest quarter of Section 25, Township 15 South, Range 2 west, S.B.B.&M., at the MISSION GORGE DAMSITE NO. 2, on the San Diego River, in the County of San Diego, State of California.

Said water is appropriated, claimed and intended for municipal use of The City of San Diego and for domestic use of the inhabitants thereof, and for such other uses as may be made of the same by said City under the laws of the State of California.

The place where it is intended to use said water is The City of San Diego, in said County of San Diego.

The City of San Diego intends to divert said water by means of a dam in said stream-bed and by a flume, ditch, tunnel or other aqueduct, and by means of a thirty-six inch steel pipe line, into The City of San Diego

Dated this 3rd day of January, 1927.

THE CITY OF SAN DIEGO

F. A. Rhodes, Manager of Operation

Posted January 4, 1927, at 4:30 P.M.

J. W. Williams, Consulting Engineer.

RECORDED AT REQUEST OF Claimant JAN 7, 1927 at 58 Min. past 11 o'clock A.M., In Book No. 4, Page 314, of Water Claims, Records of San Diego County, Calif.

By JOHN H. FERRY, County Recorder

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Water Claim, being Document No. 247730

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 this 15 day of April, 1929, 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, pursuant to Ordinance No. 12198, of the Ordinances of The City of San Diego, approved March 11, 1929, as Lessor, and PICKWICK AIRWAYS, INC., a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the lessee, hereby leases unto said lessee the following described premises:

Ten thousand (10,000) square feet of hangar space on the Municipal Airport of said City, known as Lindbergh Field, being that portion of said Field to be temporarily designated and allotted by the Harbor Commission of said City in its discretion, upon the execution of this lease; provided, however, that said location shall be subject to change by the said Harbor Commission, as hereinafter provided; together with the non-exclusive privilege and right to said lessee of using the public portion of said Field and the public facilities there provided for local passenger flying service and for the operation of commercial air lines, including baggage, express and freight, the use thereof to be controlled under such rules and regulations as may now exist or as may hereafter be adopted or enacted by said Harbor Commission.

TO HAVE AND TO HOLD said ten thousand (10,000) square feet of space on that portion of Lindbergh Field as designated by the said Harbor Commission, as above provided, or as said space may be relocated and reassigned by said Harbor Commission, as hereinafter provided, for a term of twenty years beginning the 15th day of April, 1929, and ending on the 14th day of April, 1949, unless sooner terminated as herein provided, upon the following terms, conditions, covenants and agreements, to-wit:

(1) The lessee shall pay rent for said premises in the sum of Twenty-five Dollars (\$25.00) per month, payable in advance on the first day of each and every month, until such time as said Field is in condition to permit said Harbor Commission to designate and allot, and until said Harbor Commission shall have designated and allotted, to the lessee a permanent location upon said Lindbergh Field of ten thousand (10,000) square feet of space; and thereafter, during the remaining portion of said twenty-year term the rental for such ten thousand (10,000) square feet of space shall be in such amount and based on such rates, terms and conditions as the Harbor Commission may at that time establish.

(2) It is understood and agreed that said Harbor Commission, whenever in its judgment the condition of said Field and the development plan therefor justifies the same, will allot to the lessee a permanent location of ten thousand (10,000) square feet of space thereon for the remainder of said term, and that if said permanent location shall be different from the location hereby temporarily designated, the lessee will promptly, when notified so to do by said Commission, and at lessee's own expense, move all structures and buildings erected by it hereunder to such new location and shall restore the said premises temporarily granted hereunder to as good condition as the same were in when entered upon by the lessee.

(3) It is further understood and agreed that when the said Harbor Commission, in the exercise of its judgment in the development of the plans for said Lindbergh Field, constructs thereon a Municipal Airport Office Building, the lessee shall have, and it is hereby granted, an option for office space in said building, said space to be approximately nine hundred (900) square feet, and located in said building according to the discretion and direction of the said Harbor Commission at the time when said option may be exercised. It is hereby understood and agreed that the term for said space in the contemplated Municipal Airport Office Building shall correspond to the term of the lease herein granted to the said lessee for hangar space on Lindbergh Field, said term to terminate on the 14th day of April, 1949, and all rights hereunder of the Lessee with respect to both hangar space and space in the Municipal Airport Office Building to terminate at the same time. It is further understood and agreed that the lessee shall pay rental to the lessor for the nine hundred (900) square feet of space to be granted lessee in the Municipal Airport Office Building at a rate to be established by the said Harbor Commission at the time the said space is allotted, and under such terms and conditions as the said Harbor Commission may determine.

(4) Said ten thousand (10,000) square feet of space temporarily allotted hereunder shall be used by the lessee for the purpose of erecting and maintaining air craft hangars and used for the purpose of operating a local passenger flying service and passenger and/or express and/or freight lines, the operation and repair of air craft, air craft engines and air craft accessories and all purposes incidental thereto; provided that all operations are confined to lessee's own equipment; and provided, further, that all buildings that applicant shall find desirable to erect in the operation of its business in said allotted space shall be erected in accordance and subject to the directions and approval of the said Harbor Commission.

(5) No signs or advertising matter of any kind shall be painted, posted or displayed on any such buildings or structures, or upon said premises, or elsewhere on said airport without the written consent of the lessor; and no excavation shall be made on said premises, and no fences or sidewalks shall be constructed thereon, without the written consent of the Lessor.

(6) The lessee shall, within five (5) days from the date of the execution of this lease, file, and at all times thereafter during the term of this lease maintain, a bond in the penal sum of Five Thousand Dollars (\$5000.00) running to The City of San Diego, and conditioned as provided in Section 6 of Ordinance No. 11829 of the Ordinances of The City of San Diego; and shall likewise carry and maintain at all times during the term of this lease a policy or policies of insurance as required in Section 7 of said last mentioned ordinance.

(7) The lessee hereby agrees to indemnify and hold harmless said lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any building or structure on said premises, or by reason of any use of said premises or said airport by the lessee; and it further agrees to indemnify and hold harmless the said lessor for any expense incurred by it by reason of any action or suit at law or in equity brought against it, in which it is made a party, by reason of the erection of any such building or structure, or by reason of the occupancy or use by the lessee of the premises herein granted or in any way relating to or connected with the use of the premises of the lessor. For the purpose of this paragraph the term "expense" shall be construed to

include all costs incurred by the lessor in the defense or settlement of said action or suit, including attorney's fees, filing fees, salaries and expenses of any officials or employees of said lessor which engaged in the defense or settlement of said action or suit.

(8) This lease shall not be assigned or transferred; nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission and of the Common Council by ordinance duly adopted.

(9) The lessee shall, upon the termination of this lease by cancellation or otherwise, restore said leased premises to the same or as good condition as they were in when entered upon by the lessee hereunder, and upon its failure to do so within thirty days after the termination of this lease, by cancellation or otherwise, said premises may be so restored by the lessor, and the expenses thereof shall be promptly paid by the lessee.

(10) If prior to the termination of this lease the lessee shall have paid all rent by it payable, and shall have kept and performed all of the terms and conditions herein on its part to be kept and performed, it shall have the privilege of removing from said premises all structures or property thereon belonging to it, and shall restore said premises to as good condition as the same were in when entered upon by the lessee hereunder; and if such structures or property are not so removed the lessee hereby conveys the same absolutely to the lessor, and the title thereto, upon the expiration of said lease, shall vest in the lessor without further act or conveyance.

(11) Before commencing the erection of any buildings or structures of any kind upon said leased premises, if required by said Harbor Commission, or at any time during the construction thereof, if and when so required, the lessee shall furnish the lessor a good and sufficient bond against liens, to be approved by the lessor.

(12) It is expressly understood and agreed that this lease and the rights of the lessee hereunder are and shall be subject to all of the requirements and conditions of Ordinance No. 11829 of the ordinances of The City of San Diego, and to all conditions, rules and regulations which are now or may hereafter be adopted by the said Harbor Commission pursuant to said ordinance, as fully and completely as though the same were herein set forth in detail and likewise to all laws of the United States, State of California, and ordinances of The City of San Diego applicable to the operation of airports and/or air craft and/or to the leasing of tide lands by said City.

(13) It is further expressly understood and agreed that said Harbor Commission may at any time change the boundaries on said field of the premises leased in accordance with any plan of development of said Municipal Airport adopted by said Commission.

(14) It is further agreed by and between the parties hereto that should the lessee fail to pay the rent at the times and in the amounts as hereinabove recited, or fail to fulfill any of the conditions or covenants herein contained or referred to, then and in that event it shall be lawful for the lessor to re-enter and take possession of said premises, and thereupon said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with any of the terms and conditions hereinbefore mentioned.

The said lessee also covenants and agrees that it will, at the expiration of the term herein recited, yield and surrender the aforesaid premises to the lessor in as good condition and repair as when it took them hereunder, damage by the elements alone.

(15) The Common Council of said The City of San Diego, the Harbor Commission of said City and the people of said City hereby reserve the right and privilege by ordinance duly adopted, to amend, terminate, change or modify this lease on such terms, reservations and conditions as may seem proper, upon the payment to said lessee of reasonable compensation for damage occasioned by said amendment, termination, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee, as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage for interference with, or loss of business, or franchise, occasioned by any such amendment, termination, change or modification.

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

THE CITY OF SAN DIEGO, Lessor.

By M. A. GRAHAM

J. C. McCLURE

RUFUS CHOATE

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

PICKWICK AIRWAYS, INC., Lessee

By T. MORGAN, Vice Pres.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

ATTEST:

F. E. DOLPH, Asst. Secretary.

I hereby approve the form of the foregoing Lease, this 28 day of August, 1929.

M. W. CONKLING, City Attorney

H. C. HOPKINS, Assistant 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 Pickwick Airways, Inc., being Document No. 247870.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THIRTY DOLLARS (\$1,030.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of September, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO. has entered into 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 work upon ABBOTT STREET, NEWPORT AVENUE, SANTA MONICA AVENUE, BACON STREET and VOLTAIRE STREET, in said City, within the limits and as particularly described in Resolution of Intention No. 49700, adopted by the Common Council April 15, 1929, and on file in the office of the City Clerk of said City, 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 CO. 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, Principal

(SEAL) ATTEST:

M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS, Resident Vice-President

(SEAL) ATTEST:

PAUL WOLCOTT,

Resident Assistant Secretary

Surety

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

On this 5th day of September, in the year nineteen hundred twenty-nine, 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 Vice President, and Paul Wolcott, 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 Paul Wolcott 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.

FRANCES S. BOWERS

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

I hereby approve the form of the foregoing Undertaking this 6 day of Sept., 1929.

M. W. CONKLING, City Attorney

By CHARLES C. QUITMAN, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 51068, passed and adopted on the 12th day of August, 1929, require and fix the sum of \$1,030.00 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)

CONTRACT FOR STREET LIGHTING

OCEAN BEACH LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 10th day of Sept., 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit: ABBOTT STREET, between Newport Avenue and West Point Loma Boulevard; NEWPORT AVENUE, between Abbott Street and Sunset Cliffs Boulevard; SANTA MONICA AVENUE, between Abbott Street and Bacon Street; the southeasterly side of BACON STREET, between Newport Avenue and Santa Monica Avenue; and VOLTAIRE STREET, between Abbott Street and Froude Street; 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 August 14, 1929, to-wit, to and including August 13, 1930.

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 Ocean Beach Lighting Dist. #1", filed May 24, 1929, 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 Four Thousand One Hundred Seventeen and 20/100 Dollars (\$4,117.20), 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 "Ocean Beach Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of Four Thousand and One Hundred Seventeen and 20/100 Dollars (\$4,117.20), shall be paid out of any other fund than said special fund designated as "Ocean 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 Four Thousand One Hundred Seventeen and 20/100 Dollars (\$4,117.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

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

Members of the Common Council
Contract, this 6 day of Sept., 1929.
M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between the City of San Diego, California, and San Diego Consolidated Gas & Electric Co., being Document No. 248254.

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

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED TWENTY-FIVE DOLLARS (\$525.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of September, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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 L. M. KLAUBER, Principal

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary

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

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

On this 5th day of September, in the year nineteen hundred twenty-nine, 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 Vice President, and Paul Wolcott, 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 Paul Wolcott 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 foregoing Undertaking this 6 day of September, 1929
M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 51281 passed and adopted on the 26th day of August, 1929, require and fix the sum of \$525.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING

ADAMS AVENUE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 10th day of Sept., 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, California; together with the maintenance of the posts, wires,

conduits and lamps on said Adams 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 August 28, 1929, to-wit, to and including August 27, 1930.

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 #1", filed June 4, 1929, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Forty-four and 80/100 Dollars (\$2,044.80) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Two Thousand Forty-four and 80/100 Dollars (\$2,044.80) 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 Forty-four and 80/100 Dollars (\$2,044.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said 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, 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

(SEAL) ATTEST:
M. B. FOWLER

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 6 day of Sept., 1929.

M. W. CONKLING, City Attorney

By CHARLES C. QUITMAN, Deputy City Attorney

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Contract, between the City of San Diego, California, and San Diego Consolidated Gas & Electric Company, being Document No. 248255

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Hadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED FORTY-EIGHT DOLLARS (\$148.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of September, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon 12TH STREET, between B Street and Russ Boulevard, 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 herety 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, Principal

(SEAL) ATTEST:
M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS, Resident Vice-President, Surety

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

On this 5th day of September, in the year nineteen hundred twenty-nine, 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 Vice President, and Paul Wolcott, 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 Paul Wolcott 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, State of California.

I HEREBY approve the form of the foregoing Undertaking this 6 day of September, 1929

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 51280 passed and adopted on the 26th day of August, 1929, require and fix the sum of \$148.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of the City of San Diego.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING.

12TH STREET LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 10th day of Sept., 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the 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 12TH STREET, between B Street and Russ Boulevard, in the City of San Diego, California, together with the maintenance of the posts, wires, conduits and lamps on said street, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year, one month and 13 days; from and after May 18, 1929, to-wit: to and including June 30, 1930.

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 12th Street Lighting District #1", filed June 4, 1929, 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 Ninety-one and 06/100 Dollars (\$591.06) as follows:

Thirteen monthly warrants duly and properly drawn upon that certain special fund in the hands under the control of the City Treasurer of said City, designated as the "12th Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$44.05, and one warrant for the sum of \$18.41 to cover the additional 13 days of said term.

And it is further mutually agreed that no part or portion of said sum of Five Hundred Ninety-one and 06/100 Dollars (\$591.06) shall be paid out of any other fund than said special fund designated as "12th 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 Five Hundred Ninety-one and 06/100 Dollars (\$591.06).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 L. M. KLAUBER

M. B. FOWLER

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 6 day of September, 1929

M. W. CONKLING, City Attorney
By CHARLES C. QUITMAN, 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 S.D. Consolidated Gas & Electric Co., being Document No. 248256.

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 this 16th day of September, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 12436 of the ordinances of The City of San Diego, authorizing the execution of this lease, and H. D. ALLEN, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, 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, and more particularly described as follows:

Pueblo Lot 1102 of the Pueblo Lands of The City of San Diego; for the term of one (1) year beginning on the first day of June, 1929, and ending on the 31st day of May, 1930, 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 City, the sum of Thirty Dollars (\$30.00), 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 City 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 City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

And the said City 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 for the term aforesaid.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

It is understood and agreed by and between 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 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

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

H. D. ALLEN, Lessee

ease this 16 day of Sept., 1929

M. W. CONKLING, City Attorney

stant City

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

I hereby approve the form of the foregoing Lease this 16 day of Sept., 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City

Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with H. D. Allen, being Document No. 248451.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

LEASE

THIS AGREEMENT, made and entered into this 16 day of August, 1929, by and between THE CITY OF SAN DIEGO, California, as the Lessor, acting by and through the members of the Harbor Commission of said City, pursuant to Ordinance No. 12401 of the Common Council of said City, duly passed and adopted on July 15, 1929, and J. C. ALLISON, as the lessee,

W I T N E S S E T H:

SECTION 1. The City of San Diego hereby leases to J. C. Allison, and the latter hereby hires from the former, upon the terms and conditions herein set forth, that certain portion of the Tide Lands of the City of San Diego, particularly described as follows, to-wit:

Lots 10, 11, 12 and 13, in Block 10; Lots 10, 11, 12 and 13, in Block 11; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the alley between Lots 6 and 7, in Block 12; and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and the alley between Lots 6 and 7, in Block 13; all in Municipal Tide Lands Subdivision Tract No. 1.

SECTION 2. The City so leases and the lessee so hires the demised premises for a term of fifty (50) years from and after January 23, 1928; and the lessee agrees to pay and the City to receive rental therefor as follows: For the first five years of the term the rental shall be 1.5 cents per square foot per year for the area of the demised premises occupied by the warehouse or warehouses of the lessee, and any additional spaces or areas used exclusively by the lessee in connection therewith, with a minimum rental of \$900.00 per year; and the subsequent rental shall be negotiated at the end of each five year period, and shall be increased only if and to the extent the business of the lessee, or his assignee, shall warrant, and in no event beyond the following maximum amounts for the area of the demised premises so occupied:

2nd five years at a rate of 2.25 cents per sq. ft. per yr.

3rd	"	"	"	"	"	"	3.38	"	"	"	"	"	"
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4th " " " " " " 5.07 " " " " " "

5th	"	"	"	"	"	6.00	"	"	"	"	"	"
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6th	"	"	"	"	"	"	6.50	"	"	"	"	"	"
-----	---	---	---	---	---	---	------	---	---	---	---	---	---

7th	"	"	"	"	"	7.00	"	"	"	"	"	"
-----	---	---	---	---	---	------	---	---	---	---	---	---

8th	"	"	"	"	"	7.50	"	"	"	"	"	"
9th	"	"	"	"	"	8.00	"	"	"	"	"	"

9th	"	"	"	"	"	8.00	"	"	"	"	"	"
10th	"	"	"	"	"	10.00	"	"	"	"	"	"

10th " " " " " " 10.00 " " " " " "

Provided, if the parties hereto are unable to agree on the amount of rental, then the same shall be determined by arbitration, each party selecting one disinterested arbitrator, and the rent shall be fixed by any two of such three, and shall be binding and conclusive for a period of five years. It is further agreed that all rental shall be paid in advance; in equal monthly installments, on or before the 10th day of each and every calendar month of the term.

SECTION 3. It is agreed that the demised premises shall be used for warehouse purposes, with the right in the lessee, or his assignee, from time to time to erect and maintain a building or buildings thereon, and to install and operate a high density compress or compresses, with all necessary and convenient equipment; provided, the design of all buildings shall be subject to the approval of the Harbor Commission.

Section 4. The lessee^{agrees} in addition to the payment of the rental, above specified, to remove the buildings and equipment of the City now on the demised premises, without any expense to the City, to such point or points as the Harbor Commission may determine, provided the distance does not exceed 2000 feet from the present location, the removal to be made whenever the space now occupied by the buildings and equipment of the City is needed by the lessee.

Section 5. The City agrees that the lessee may assign and transfer this lease to a corporation, to be at any time formed by the lessee for the purpose, among others, of taking over this lease, consent to such an assignment and transfer having been expressly given by the Common Council of said City; but this lease shall not be otherwise assignable or transferable, nor shall any lessee have the right to sub-let the leased premises, or any part thereof, without the consent of the Common Council by ordinance duly adopted.

Section 6. The right and privilege is hereby reserved to the Common Council and the people of San Diego by ordinance duly adopted to terminate, change or modify this lease, upon payment to the lessee, or his assignee, of reasonable compensation for all damages occasioned by such termination, change or modification; and there is also reserved to the City the right to remove the buildings, tracks and equipment of the lessee, or his assignee, to a new location, if and whenever the City shall have another similar location on its tidelands available, where the adjacent wharf and shipping facilities are equally as good as those at the demised premises; upon condition that the moving shall be done at the expense of the City, and all buildings, tracks and equipment shall be placed by the City on the new location, in as nearly as is possible, considering depreciation, the same condition, and in the same relative position both as to wharfage, shipping facilities and otherwise, as existed prior to removal. The City shall be put to no expense, however, in respect to loss of business during removal of plant and appurtenances.

Section 7. The City agrees that the lessee, or his assignee, may, at the expiration of this lease, or on the sooner termination thereof by the mutual consent of the lessee and the City, or within a reasonable time thereafter, remove all improvements placed on the demised premises by the lessee, or his assignee; provided, the demised premises are left in an orderly and safe condition. It is understood that rental shall be paid at the rate existing at the expiration or sooner termination of this lease, however, until the land shall have been placed in orderly and safe condition, and accepted by the Harbor Commission or their legal successors.

Section 8. Should the City at any time or times have a bona fide tenant for any part of the demised premises not occupied by a warehouse or warehouses of the lessee, at a rental not less than would be paid by the lessee if the land was occupied, to whom the City is willing to lease, then the lessee, or his assignee, must determine, within a period of thirty (30) days after written notice from the City, whether to retain the same and pay rent therefor as occupied land, on the basis provided for by Section 2 hereof, or whether to release the land to the City for leasing to such other tenant.

Section 9. The terms and conditions of a written lease entered into by and between the City and the lessee on January 23, 1928, pursuant to Ordinance No. 11480 of the Common Council of said City, are hereby amended to conform herewith, it being understood that the provisions hereof contain the whole agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this lease in duplicate, as of the day and year herein first above written.

THE CITY OF SAN DIEGO, Lessor
By M. A. GRAHAM
J. C. McCLURE
RUFUS CHOATE
Members of the Harbor Commission

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

J. C. ALLISON, Lessee
M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I hereby approve the form of the foregoing lease, this 28 day of June, 1929.

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

On this 19th day of Sept., 1929, before me, E. Nicholson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. A. Graham, J. C. McClure and Rufus Choate, known to me to be the members of the Harbor Commission of the City of San Diego, a municipal corporation, and known to me to be the persons who executed the within instrument on behalf of said corporation, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, at my office in said County, the day and year in this certificate above written.

(SEAL)
My Commission Expires
Dec. 20, 1931

E. NICOLSON,
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 Tide Lands lease, with J. C. Allison, being Document No. 248746.

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

By August M. Hadstone Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That WILLIAMS RADIATOR COMPANY, as Principal and UNION INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Louisiana as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED FIFTEEN (215) Dollars (\$215.00), 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 20th day of September, 1929.

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 at the Central Police Station twenty-three (23) Clow Gas-Steam Radiators, 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 obligation to be void; otherwise to remain in full force and effect.

WILLIAMS RADIATOR COMPANY

(SEAL)

KENNETH W. HOWARD, S.D. Manager,
Principal
UNION INDEMNITY COMPANY, Surety
By M. J. WHITE, Agent & Attorney-in-
fact.

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

On this 20th day of September, in the year one thousand nine hundred and twenty-nine 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 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 M. J. WHITE duly acknowledged to me that she subscribed the name of the UNION INDEMNITY COMPANY thereto as Surety 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 San Diego County, State of
California

I hereby approve the form of the within Bond, this 21 day of Sept., 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 23d day of September, 1929.

(SEAL) ATTEST:

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That WILLIAMS RADIATOR COMPANY, as Principal, and UNION INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Louisiana, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 TWENTY-FIVE Dollars (\$425.00), 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, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 20th day of September, 1929.

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 WILLIAMS RADIATOR 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 furnishing and installation at the Central Police Station, of twenty-three (23) Clow Gas-steam Radiators.

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)

WILLIAMS RADIATOR COMPANY
KENNETH W. HOWARD, S.D. Manager,
Principal
UNION INDEMNITY COMPANY, Surety
By M. J. WHITE, Agent & Attorney-in-
fact.

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

On this 20th day of September, in the year one thousand nine hundred and twenty-nine 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 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 M. J. WHITE, duly acknowledged to me that she subscribed the name of the UNION INDEMNITY COMPANY thereto as Surety 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 San Diego County, State of
California.

I hereby approve the form of the within Bond, this 2 day of Sept., 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 23rd day of September, 1929.

(SEAL) ATTEST:

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
Members of the Common Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 23d day of September, 1929, 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 WILLIAMS RADIATOR 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 furnishing and installing of twenty-three (23) Clow Gas-steam Radiators, with all necessary piping, at the main Police Station of The City of San Diego, said radiators to be installed according to the following schedule:

In Office of Chief of Police, 1 - 3 section 6 column, 31" high radiator, 40 sq. ft;
 " " " Check Detail, 1 - 2 section, 6 column, 31" high radiator, 28 sq. ft;
 " " " Telephone Clerk, 1 - 2 section, 6 column, 31" high radiator, 28 sq. ft;
 " " " Secretary, 1 - 3 section, 6 column, 31" high radiator, 40 sq. ft;
 " " " Detective Squad, 1 - 3 section, 6 column, 31" high radiator, 40 sq. ft;
 " " " Chief of Detectives 1 - 2 section, 6 column, 31" high radiator, 28 sq. ft;
 " " " Lieutenant, 1 - 2 section, 6 column, 31" high radiator, 28 sq. ft;
 " " " Vice Squad, 1 - 2 section, 6 column, 31" high radiator, 28 sq. ft;
 " " " Bureau of Identification, 1 - 6 section, 6 column, 31" high radiator, 77 sq. ft. and 3 - 3 section, 6 column, 31" high radiators, 120 sq. ft;
 " " " Captain, 1 - 3 section, 6 column, 31" high radiator, 40 sq. ft;
 " " " Emergency Hospital, 1 - 3 section, 6 column, 31" high radiator, 40 sq. ft;
 " " " Naval Patrol, 1 - 2 section, 6 column, 26" high radiator, 22 sq. ft;
 " " " Reporters, 1 - 2 section, 6" column, 26" high radiator, 22 sq. ft;
 " " " Doctor, 1 - 2 section, 6 column, 31" high radiator, 28 sq. ft;
 " " " Squad, 2 - 3 section, 6 column, 31" high radiators, 80 sq. ft;
 " " " Lt. Neely, 1 - 2 section, 6 column, 26" high radiator, 22 sq. ft;
 " " " Traffic, 1 - 6 section, 6 column, 31" high radiator, 77 sq. ft. and 1 - 3 section, 6 column, 31" high radiator, 40 sq. ft;
 " " " Motorcycle squad, 1 - 2 section, 6 column, 31" high radiator, 28 sq. ft.

Said contractor agrees to furnish said City with a written guarantee insuring the operation of said radiators in a mechanically perfect manner and that same will not effect the normal condition of the air. Said contractor further agrees to make all necessary adjustments to insure perfect operation of said radiators, free of charge, for a period of one year from and after the date of installation.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of Eight Hundred Forty-five and 50/100 Dollars (\$845.50).

Said contractor agrees to commence said work within one 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 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 Eight Hundred Forty-five and 50/100 Dollars (\$845.50). Said payments to be made as follows:

Upon the completion of the said work, and the acceptance of the same by the Common Council of said City, 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 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 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 the ordinances of said City 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 Chief of Police 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 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 Chief of Police, as unfair it shall file with the Common Council a written protest against the same within ten days thereafter, or to 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

WILLIAMS RADIATOR COMPANY, Contractor

KENNETH W. HOWARD, S. D. Manager

I hereby approve the form of the foregoing Contract this 21 day of Sept., 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between the City of San Diego, California and Williams Radiator Company, being Document No. 248778.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

AGREEMENT

FOR HIRING SERVICES OF BROADCASTING STATION

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 30th day of September, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and the AIRFAN RADIO CORPORATION, a corporation duly organized, existing and doing business under and by virtue of the laws of the State of California, and having its principal place of business at San Diego, in said County and State, hereinafter sometimes called the Station, WITNESSETH:

THAT WHEREAS, the Mayor and the Common Council of The City of San Diego are desirous of securing for the City a high class of publicity, and in order that such publicity shall have an entertaining and educational value, they have decided to enter into an agreement with the Airfan Radio Corporation for the purpose of broadcasting by radio, of such publicity entertainments; and

WHEREAS, the Station is the owner and operator of broadcasting station KFSD, at San Diego, California, and is desirous of entering into an agreement with the City of San Diego to broadcast such publicity entertainments for such compensation as is hereinafter specified:

IT IS HEREBY AGREED between the City and the Station as follows:

1. That the Station will at its own cost and expense maintain all necessary equipment and proper connections with the Spreckels Organ in Balboa Park for the purpose of broadcasting the organ recitals from said organ and for the further purpose of broadcasting such other features, programs, entertainments and lectures from the organ pavilion in Balboa Park, as hereinafter referred to. Said equipment is and will remain the property of the AIRFAN RADIO CORPORATION.

2. It is agreed that the Station will begin on the 11th day of August, 1929, and for a period of one year thereafter to and including August 10th, 1930 broadcast all organ recitals from said Spreckels pipe organ at Balboa Park, said recitals not exceeding one hour per day or in the place and instead of an organ recital, broadcast any and all public entertainments where the same are requested by the Mayor of the City of San Diego, it being understood and agreed that such entertainments are to be of an entertaining, patriotic or educational nature and of general interest to the public.

3. It is understood and agreed that the Station shall not be called upon to broadcast any program, speech or utterance of a purely political or sectarian character.

4. It is understood and agreed that the programs offered by the City shall consist generally of the organ recitals, band concerts, speeches on general civic, scientific and educational questions; school, highschool, college and other school exercises and entertainments; receptions and programs in honor of distinguished visitors, statesmen and celebrities and programs of a general patriotic nature.

5. It is understood and agreed that nothing herein contained shall be construed to limit the duty of the Board of Park Commissioners to pass upon, censure, or refuse any program or part thereof offered to be given in Balboa Park; and it is further understood and agreed that the City shall be solely responsible for securing permission or omitting to secure permission from said Board of Park Commissioners for any and all programs to be broadcast by the Station, and that the City shall be wholly responsible to said Board and to the public for the nature and character of all programs broadcast from the said organ pavilion.

6. That the services herein agreed to be performed shall be subject to all existing and future laws, rules and regulations of the United States, the State of California and the City of San Diego; that the Station shall not be required, in order to carry out this agreement, to violate any of said laws, rules or regulations.

7. That the Station shall not be required to infringe upon the copyright or any right or rights of any person or persons.

8. That for the said services the City agrees to pay, and the Station agrees to accept, the sum of Three Thousand Five Hundred Dollars (\$3,500.00) in full payment for said services, payable as follows:

Two Hundred Ninety-one Dollars and Sixty-six Cents (\$291.66) on September 10th, 1929 and Two Hundred Ninety-one Dollars and Sixty-six Cents (\$291.66) on the tenth day of each and every month thereafter until the sum of Three Thousand Five Hundred Dollars (\$3,500.00) has been fully paid.

9. It is understood and agreed that the employees of the Station shall not be considered to be the employees of the City and that the City shall not be responsible for any act or omission of said employees in their performance of this agreement.

10. It shall be the duty of the City to furnish to the Station sufficiently in advance, a list and program of all entertainments other than organ recitals which are to be broadcast.

11. That the Station shall not have the right to assign this contract without the written consent of the City.

IN WITNESS WHEREOF, this agreement 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 party of the second part 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 S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council,
Party of the First Part

(SEAL) ATTEST:

AMY DICKSON

AIRFAN RADIO CORPORATION

By LESLIE ADAMS, General Manager

Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 25 day of September, 1929.

M. W. CONKLING, City Attorney

C. L. BYERS

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 Airfan Radio Corporation, being Document No. 248941.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom 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 HUNDRED SIXTY-ONE DOLLARS (\$461.00), 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 September, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon MISSION BOULEVARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, 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:

M. B. FOWLER

By W. F. RABER, Principal

(SEAL) ATTEST:

PAUL WOLCOTT,
Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS, Resident Vice-President, Surety

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

On this 25th day of September, in the year nineteen hundred twenty-nine, 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 Vice President, and Paul Wolcott, 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 Paul Wolcott 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.

FRANCES S. BOWERS

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

I HEREBY APPROVE the form of the foregoing Undertaking this 27 day of September, 1929

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego, did by Resolution No. 51295, passed and adopted on the 3rd day of September, 1929, require and fix the

sum of \$461.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 30th day of September, 1929, by and between SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 thirty-seven (37) 600 candle-power lamps on mast arms attached to the poles located in MISSION BOULEVARD, between the southerly line of San Fernando Place, in Mission Beach, in the City of San Diego; together with the maintenance of the said mast arms, wires 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 one year from and after August 17, 1929, to-wit, to and including August 16, 1930.

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 for Mission Beach Lighting District No. 2", filed June 17, 1929, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Eight Hundred Forty-two and 60/100 Dollars (\$1842.60) 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 "Mission Beach Lighting District No. 2 Fund."

And it is further mutually agreed that no part or portion of said sum of One Thousand Eight Hundred Forty-two and 60/100 Dollars (\$1842.60) shall be paid out of any other fund than said special fund designated as "Mission Beach 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 One Thousand Eight Hundred Forty-two and 60/100 Dollars (\$1842.60).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

I HEREBY APPROVE the form of the foregoing contract, this 27 day of Sept., 1929.

M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between San Diego Consolidated Gas & Electric Company and The City of San Diego, California, being Document No. 248947.

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

L E A S E

THIS AGREEMENT, made and entered into this 30th day of September, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and pursuant to the authority conferred by Ordinance No. 12247 of the ordinances of The City of San Diego, approved April 8th, 1929, and C. F. KELLY, hereinafter designated as the Lessee, WITNESSETH:

That the City does by these presents lease, demise and let unto the said Lessee the following described property in the County of San Diego, State of California, to-wit:

The southeast quarter of the northwest quarter, the north half of the southwest quarter and the southeast quarter of the southwest quarter of Section 26, Township 18 South, Range 2 East;

The northwest quarter of the southeast quarter of Section 27, Township 18, South, Range 2 East;

The southwest quarter of Section 27, Township 18 South, Range 2 East;

The northeast quarter of the southeast quarter and the south half of the southeast quarter of Section 28, Township 18, South, Range 2 East;

Lots 2, 3 and 4, in Section 32, Township 18, South, Range 2 East;

Lots 1 and 2 and the northeast quarter of Section 33, Township 18 South, Range 2 East; and

Lots 1 and 2, Section 34, Township 18 South, Range 2 East;

TO HAVE AND TO HOLD the said land and each and every parcel thereof for a period of three years (3) from and after the first day of March, 1930, at a rental of Two Hundred Dollars (\$200.00) per year; said rental to be payable yearly in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for grazing and agricultural 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 permission of the Common Council of said The City of San Diego.

Said Lessee does hereby agree that he will not allow goats to graze upon the property herein described.

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.

And it is hereby agreed that if the rent payable hereunder 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 City to re-enter the said premises and remove all persons therefrom.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said Lessee has hereunto subscribed his name, the day and year first herein above written.

THE CITY OF SAN DIEGO

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

C. F. KELLY, Lessee.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City

Attorney.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I HEREBY APPROVE the form of the foregoing Lease this 19 day of Sept., 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City

Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with C. F. Kelly, being Document No. 249077.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That INGLE MANUFACTURING COMPANY, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED FIFTEEN (215) Dollars (\$215.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of October, 1929.

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 to complete the installation of a modern heating boiler with oil burner and automatic underground oil system; also the installation of an oil heater base under the water heater; at the City Jail; 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.

INGLE MANUFACTURING CO., Principal
J. SMITH JR., Secy.

(SEAL) ATTEST:

LOUISE DOMINGUEZ

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND, Surety

By HERBERT S. RICHARDS, Attorney-in-Fact

(SEAL) ATTEST:

A. C. WILSON, Agent

I hereby approve the form of the within Bond this 7 day of Oct., 1929.

M. W. CONKLING, City Attorney

By C. L. Byers, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of October, 1929.

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk

FRED W. SICK, Deputy

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

On this 5th day of October, 1929, before me GERTRUDE M. DRESSER, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared HERBERT S. RICHARDS known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and acknowledged to me that he subscribed the name of Fidelity and Deposit Company of Maryland thereto as Principal and his own name as Attorney-in-Fact.

(SEAL)

GERTRUDE M. DRESSER

My Commission Expires
Sept. 18, 1933

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That INGLE MANUFACTURING COMPANY, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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-EIGHT Dollars (\$478.00), 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 5th day of October, 1929.

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 INGLE MANUFACTURING COMPANY as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract 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 removal of boiler in boiler room in City Jail and installation of heating boiler with oil burner and automatic underground oil system; also, installation of oil heater base under water heater, 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:
LOUISE DOMINQUEZ
ATTEST:
A. C. WILSON, Agent

INGLE MANUFACTURING COMPANY, Principal
J. SMITH, JR., Secy.
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Surety
By HERBERT S. RICHARDS, Attorney-in-Fact

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

On this 5th day of October, 1929, before me, GERTRUDE M. DRESSER, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared HERBERT S. RICHARDS, known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and acknowledged to me that he subscribed the name of Fidelity and Deposit Company of Maryland thereto as Principal and his own name as Attorney-in-Fact.

(SEAL)
My Commission Expires
Sept. 18, 1933.

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

I hereby approve the form of the within Bond, this 7 day of Oct., 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of October, 1929.

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 14th day of October, 1929, 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 INGLE 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The complete installation of a modern heating boiler with oil burner and automatic underground oil system, and the installation of an oil heater base under the water heater, at the City Jail, all in accordance with the following specifications:

Heating Boiler: To be the latest type 1-W-5 Red Jacket water boiler equipped for burning oil, as made by the American Radiator Company;

Burner: To be the improved type Ingle Valjean Process Burner, with necessary base, valve, overflow trip valve and strainer; base of burner to be so set as to give the greatest accessibility and ease of operation;

Oil System: Of automatic underground type with necessary 200 gallon tank, float box, test valve, filler valve, cast iron cover and frame; and to be as approved by the Fire Marshall of The City of San Diego;

Oil Heater Base: To be placed under the present water heater and to be the improved type Ingle Valjean Process Burner with all necessary valves, strainer and trip valve, connected to the oil system mentioned above.

The present boiler is to be removed and boiler room left in good condition. New boiler is to be installed and connected with present heating pipes and all of such pipes are to be covered with magnesia covering. Boiler must also be covered with an insulated jacket. Oil tank is to be placed in the present driveway and re-cemented from top with cast iron covering and frame for filling and testing.

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

The sum of EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$855.00).

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

the date of the execution of this contract.

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

The sum of EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$855.00) said payments to be made as follows: Upon the completion of the said work, and the acceptance of the same by the Common Council of said City, 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 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 Chief of Police 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 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 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 Chief of Police, as unfair it shall file with the Common Council a written protest against the same within ten days thereafter, or to 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

INGLE MANUFACTURING COMPANY, Contractors

J. SMITH, JR., Secretary

I hereby approve the form of the foregoing Contract this 7 day of Oct., 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

(SEAL) ATTEST:

LOUISE DOMINGUEZ

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 Ingle Manufacturing Company, being Document No. 249311.

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 this 21st day of October, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 12499 of the ordinances of said City authorizing the execution of this lease, and JIM KAAS and HARRY A. MILENDER, hereinafter designated as the Lessees, WITNESSETH:

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

Beginning at a point at the intersection of the northwesterly line of Linda Vista Road with the easterly line of La Jolla Canyon Drive; thence north 00° 40' east along said easterly line of La Jolla Canyon Drive a distance of 150 feet to the true point of beginning; thence south 89° 20' east a distance of 58 feet to a point; thence northwesterly along the arc of a curve to the right with a radius of 1550 feet a distance of 163.12 feet to a point on the easterly line of La Jolla Canyon Drive distant 152.37 feet northerly along said easterly line of La Jolla Canyon Drive from the true point of beginning; thence southerly along the easterly line of La Jolla Canyon Drive to the true point of beginning;

for a term of years commencing on the 4th day of September, 1929, and ending on the 4th day of March, 1932, at the following rentals, to-wit:

The sum of twenty dollars (\$20.00) per month, payable in advance on the 4th day of each and every month during the first two (2) years of said term; and the sum of twenty-five dollars (\$25.00) per month, payable in advance on the 4th day of each and every month during the remainder of said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessees for the purpose of erecting and maintaining a lunch counter thereon, 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 Lessees have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council of said City.

It is further agreed that the said Lessees shall have the privilege of erecting and maintaining on said premises a lunch counter, and that upon the termination of this lease the said Lessees may remove from said demised premises all improvements which they have placed thereon; provided, that the premises are left in a condition similar to that which they are now in.

And it is further agreed that if said land is used for any other purpose than as herein specified, or 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 the said premises and remove all persons therefrom.

And said Lessees do hereby covenant, promise and agree to pay said City the said rent, in the manner hereinabove provided, and to perform the covenants herein contained, and at the expiration of said term the said Lessees will peaceably and quietly surrender the possession of said premises to The City of San Diego in as good state and condition as reasonable use thereof will permit.

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

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

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

OCT. 21, 1929

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

JIM KAAS
HARRY A. MILENDER, Lessees.
I hereby approve the form of the foregoing Lease, this 19 day of Sept., 1929.
M. W. CONKLING, City Attorney
By C. L. BYERS, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing, is a full, true and correct copy of Lease, with Jim Kaas & Harry Milender, being Document No. 249332.

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 this 13th day of November, 1928, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, 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. 11941 of the ordinances of said City, 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 the following described property in the City of San Diego, County of San Diego, State of California, to-wit:

All of Pueblo Lot 1240 of the Pueblo Lands of said City.

TO HAVE AND TO HOLD the said land and each and every parcel thereof, for a term of one year commencing on the 11th day of September, 1928, and ending on the 10th day of September, 1929, at a rental for said period of forty-five dollars (\$45.00), 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 grazing and pasturage purposes only, 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 permission of the Common Council of said City of San Diego.

And it is further agreed that if default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor to re-enter said premises and remove all persons therefrom.

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

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

THE CITY OF SAN DIEGO, Lessor
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.

G. H. LEWIS, Lessee

I HEREBY APPROVE the foregoing Agreement of Lease, this 21st day of September, 1928.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with G. H. Lewis, being Document No. 233545

JAS. E. O'KEEFE, City Attorney

By ARTHUR L. MUNDO, Deputy City Attorney

ALLEN H. WRIGHT, City Clerk

By *August M. Hadstrom* Deputy

STIPULATIONS

Uses - Cleveland (Forest)

City of San Diego Water Bureau (Name of Applicant)

(Reservoir) 1/2/29 (Los Angeles 046594) (Date of Application)

WHEREAS, The Reservoir right of way applied for by City of San Diego (hereinafter called the Applicant) is within the Cleveland National Forest, as shown by a certain tracing executed by Harry C. Clark, Mayor, on December 24, 1928, and filed in the United States Land Office at Los Angeles, State of California, on January 2, 1929; and

WHEREAS, The regulations of the United States Department of the Interior, concerning rights of way for railroads, reservoirs, canals, etc., provide that whenever such rights of way are located upon National Forests, the Applicant must enter into such stipulations and execute such bonds as the Secretary of Agriculture may require for the protection of the National Forests; and

WHEREAS, The Secretary of Agriculture requires, for the protection of said Cleveland National Forest, that the Applicant shall enter into the stipulations hereinafter set forth;

NOW, THEREFORE, In consideration of the granting of the right of way applied for, the Applicant does hereby stipulate and agree, and does bind (itself, its successors and assigns), as follows, to wit:

1. To pay to the Federal Reserve National Bank of San Francisco, Calif., (United States depository), or such depository or officer as may hereafter be designated by the United States, to be placed to the credit of the United States, in advance of cutting or construction as required by the supervisor of said National Forest, for all live and dead timber, standing and down, salable in the judgment of the Forest Supervisor, which is cut, damaged, killed, or destroyed on said right of way in accordance with the scale or estimate of the Forest officers, at a rate to be fixed by the supervisor which shall correspond to the prevailing stumpage rates on said Forest.

If in the judgment of the Forest Supervisor any of the timber so cut, damaged, killed, or destroyed has no commercial value, payment will be required only for such portion thereof as is used by the applicant at a rate to be fixed by the Forest Supervisor, which shall be equivalent to the estimated costs of examination and administration. The United States reserves the right to dispose of any timber not used by the applicant and to require that it be barked or decked at places designated by the Forest officers.

2. To dispose of all brush, refuse, or ~~unred~~ timber accumulating upon the right of way at such times and in such manner as may be required by the Forest officers.

3. To pay to the United States depository or officer as aforesaid, on demand, for all damage to said National Forest resulting from the breaking of, or the overflowing, leaking or seepage of water from, the reservoir or ditch, and for all damage to said National Forest caused by the negligence of the Applicant, (its) employees, contractors, or employees of contractors.

4. To build new roads and trails, as required by the said Forest Supervisor, to replace any roads or trails destroyed by construction work of flooding upon said right of way, and to build and maintain suitable crossings as required by the Supervisor for all roads and trails which intersect the right of way.

5. To require (its) employees, contractors, and employees of contractors, both independently and at the request of the Forest officers, to do all reasonably within their power to prevent and suppress fires.

6. To allow officers of the Forest Service free and unrestricted access in, through, and across all lands covered by said right of way, in the performance of their official duties; and to allow the Forest Service, without charge, to construct or permit to be constructed in, through, or across the land covered by said right of way, roads, trails, conduits, and other means of transportation not inconsistent with the enjoyment of said right of way by the Applicant.

7. This easement shall be applicable only to National Forest land and shall be subject to all valid claims and prior rights existing upon such lands by virtue of any previous permits or grants issued by the United States.

8. To obtain from the Forest Supervisor a Special Use Permit for all construction camps located on National Forest lands.

9. To comply with the regulations of the Department of Agriculture governing the National Forests and to observe all State and County sanitary laws and regulations applicable to the premises including all camps used in connection with the dam and reservoir and to keep the premises in a neat and orderly condition and dispose of all refuse and locate all outhouses and cesspools as required by the County or State Boards of Health.

10. If engaged in business to conduct same in an orderly manner and in accordance with all requirements of the State of California as well as the laws of the United States.

11. To use oil exclusively as fuel in the operation of all steam equipment employed in the construction of the dam and reservoir.

12. To pay to the United States depository, or other designated officer, on demand, for any and all damages caused by fire, or otherwise, to the United States by

reason of the use and occupancy of the reservoir or dam site or construction work in connection therewith, within the exterior boundaries of the Cleveland National Forest; and when any fires shall occur during construction work on or within 200 feet of such construction work it shall be conclusively presumed to have resulted from said construction work, unless it shall be shown affirmatively either that the fire was set by other than its employees or contractors or the employees of such contractors; and that every steam engine and boiler used on said construction work at the time of such fire used oil exclusively for fuel and that the fire did not originate from the sanding of flues of oil burning equipment. When the fire shall have its point of origin on or within 200 feet of the dam or reservoir site, such fire shall be presumed to have resulted from such use or occupation unless the origin of such fire shall be otherwise determined or the circumstances thereof reasonably indicate that such fire originated from some source other than such use or occupation. This liability for damages shall not be affected by any provision of any contract which the City of San Diego may make for the construction of said dam and reservoir but said City of San Diego shall be held liable for all damages notwithstanding any provisions of such contract.

13. During the period of construction, between March 1 and November 30 of each year to allow no smoking by any of its employees, contractors, or employees of contractors, outside the limits of established camps, except at places prepared for that purpose and designated by the Forest Supervisor; provided, that in times of emergency this period may be extended at the discretion of the Forest Supervisor. Any of its employees, contractors or employees of contractors, violating this provision, shall be immediately discharged or transferred to work outside of the National Forest.

14. In case of emergency, to furnish its employees, contractors or employees of contractors, locally available, upon the request of authorized Forest officers, for fire fighting purposes. Such employees while employed on fire fighting, will be paid by the Forest Service at the regular schedule of rates applying for fire fighting unless it shall be shown that the fire upon which they are employed originated upon the dam or reservoir site or through the agency or negligence of the applicant, its employees, contractors, or employees of contractors.

15. To equip during the period of the construction of the dam and reservoir all steam shovels and all steam power engines operating within 300 feet of any inflammable material, with a connected steam force pump of not less than one inch discharge, 300 ft. of serviceable hose, six large pails, six shovels, three axes, and a constant supply of not less than the equivalent of twelve barrels of water.

16. During period of construction from March 1 to November 30 of each year to leave no engine or other steam excavating or grading contrivance in actual use during the noon hour without a watchman, and during the same period of each year to employ a night watchman for each such engine to guard against the escape of fire therefrom. Provided, that stipulations 15 and 16 shall not apply to oil, gasoline, or electrically operated equipment.

17. During the period of construction of the dam and reservoir to so conduct construction that ingress and egress will at all times be possible by Forest officers to all parts of the reservoir site and the canyons below the dam.

18. During the period of construction, to keep in each camp, a complete fire fighting outfit for 25 men; consisting of 25 one-gallon canteens, 12 axes, 20 shovels, 10 lanterns, 12 10-inch mill files and one foot-power grinder. The above equipment to be kept intact and in serviceable condition for fighting use only.

19. To burn only by permission and under instructions of the Forest officer in charge.

20. The construction, operation and maintenance of the Moreno dam shall be subject to the supervision of the District Forester, San Francisco, insofar as may be deemed essential by him in providing reasonable safeguards for protection of National Forest property and public safety. Prior to starting construction detailed plans of said dam shall be filed for review and approval by the District Forester, and the project works shall be constructed in strict accordance with said plans, except for such modifications as shall have received prior written approval.

To make any assignment or transfer of said right of way only after and on condition that the assignee or transferee, jointly and severally, covenant in writing to fulfill and perform all the duties and obligations of the Applicant arising hereunder, including his (their) (its) obligations under this paragraph.

IN WITNESS WHEREOF, said Applicant has (have) caused this instrument to be executed at San Diego, Calif. on this 16th day of Sept., 1929.

HARRY C. CLARK

Mayor of the City of San Diego, Calif.

ATTEST: (SEAL)

ALLEN H. WRIGHT, City Clerk, hereby certifies that the above and foregoing is a full, true and correct copy of Stipulation, with Dept. of Agriculture, being Document No. 248599.

By *August M. Skadstrom* Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS That C. A. GRAY, as Principal, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED THIRTY-FIVE DOLLARS (\$435.00), 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 5th day of October, 1929.

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 - Dodge Brothers six-cylinder Senior Coupe with rumble seat, 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. GRAY, Principal

(SEAL) ATTEST:

GREAT AMERICAN INDEMNITY COMPANY, Surety

By L. McCAGG, Attorney-in-fact

By E. K. JAMES, Attorney-in-fact

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

On this 5th day of October in the year one thousand nine hundred and twenty-nine, before me, R. L. PAINE, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. McCAGG and E. K. JAMES, and known to me to be the Attorneys-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

my office, in the said County of San Diego, the day and year in this certificate first above written.

My Commission will Expire
1-14-30
(SEAL)

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

I hereby approve the form of the within Bond, this 7 day of Oct., 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney
Common Council of the City of San

Approved by a majority of the members of the
Diego, California, this 14th day of October, 1929.

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

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of October, 1929, 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. A. GRAY, 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 - Dodge Brothers six-cylinder Senior Coupe with rumble seat;
27.34 H. P. NACCO rating; seven main bearings; Venturi type carburetor with air cleaner; vacuum feed fuel system; automatic and manual spark control ignition; single plate clutch; four wheel hydraulic brakes; wood spoke artillery type wheels; four-speed transmission with standard shift from second; semi-floating rear axle. Equipped with front and rear bumpers; extra rim, tire, tube, tire cover and Lorraine spot light.

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 SEVEN HUNDRED THIRTY-SEVEN DOLLARS (\$1737.00).

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 15th day of October, 1929.

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:

Upon delivery of said Dodge coupe, and the acceptance of the same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the material thereunder by the Common Council, when the balance remaining shall be paid to said contractor.

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.

THE CITY OF SAN DIEGO
By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council

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

((SEAL) ATTEST:
Subscribed and Sworn to before me
This 7th day of Oct., 1929

V. T. NELSON
Notary Public in and for the County of
San Diego, State of California
My Commission Expires June 19, 1933

I hereby approve the form of the foregoing contract, this 10 day of Oct., 1929

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney
ALLEN H. WRIGHT, City Clerk
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with C. A. Gray, being Document No. 249369. BY *August M. Hadley*

BOND

KNOW ALL MEN BY THESE PRESENTS, That C. A. GRAY, as Principal and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED THIRTY (430) Dollars (\$430.00), 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 5th day of October, 1929.

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 - 6-cylinder Dodge Brothers Senior Four-door Sedan, 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) ATTEST:

I hereby approve the form of the within Bond, this 7 day of Oct., 1929

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of October, 1929

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy
STATE OF CALIFORNIA,) ss.
County of San Diego,)

C. A. GRAY, Principal
GREAT AMERICAN INDEMNITY COMPANY, Surety
By L. McCAGG, Attorney-in-fact
E. K. JAMES, Attorney-in-fact
M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney
J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
IRA S. IREY

On this 5th day of October in the year one thousand nine hundred and Twenty-nine, before me, R. L. PAINE, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. McCAGG and E. K. JAMES and known to me to be the Attorneys-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

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

(SEAL)

My Commission will Expire 1-14-30

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of October, 1929, 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. A. GRAY, 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 - Dodge Brothers Six-cylinder Senior four-door sedan;
27.34 H. P., NACC rating; seven main bearings; Venturi type carburetor with air cleaner; vacuum feed fuel system; automatic and manual spark control ignition; single place clutch; four wheel hydraulic brakes; wood spoke artillery type wheels; four-speed transmission with standard shift from second; semi-floating rear axle. Equipped with front and rear bumpers; extra rim, tire, tube and tire cover.

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 SEVEN HUNDRED FIFTEEN (\$1715.00)

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 15th day of October, 1929.

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:

Upon delivery of said Dodge car, and the acceptance of the same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the material thereunder by the Common Council; when the balance remaining shall be paid to said contractor.

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 J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
IRA S. IREY
Members of the Common Council

(SEAL) ATTEST:

Subscribed and Sworn to before me
this 7th day of October, 1929

C.A. GRAY, Contractor

V. T. NELSON

Notary Public in and for the County of
San Diego, State of California
My Commission Expires June 19, 1933

I hereby approve the form of the foregoing contract, this 10 day of Oct., 1929
I HEREBY CERTIFY that the above and foregoing is) M. W. CONKLING, City Attorney
a full, true and correct copy of Contract with) By C. L. BYERS, Deputy City Attorney
C. A. Gray, being Document No. 249372) - - - - - ALLEN H. WRIGHT, City Clerk
By *August M. Hadstrom* Deputy

CONTRACT

THIS AGREEMENT, made and executed this 10 day of October, 1929, 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, herein
after called the ENGINEER, party of the second part;

WITNESSETH:

WHEREAS, the Common Council of the City of San Diego by Resolution No. 51416 has
authorized and empowered the Harbor Commission of The City of San Diego to enter into a
contract with Frank G. White for the furnishing of plans and specifications, and for
engineering and supervision for the construction of the substructure of the proposed exten-
sion of the Broadway Pier, for the sum of \$5,000.00.

The term sub-structure as hereinabove mentioned shall be interpreted and under-
stood between the parties hereto to mean a completed structure in all respects ready for
the application of the shed super-structure.

NOW THEREFOR, it is hereby agreed:

1. That the said party of the first part does hereby retain and engage said
Engineer to act as its engineer in connection with the project hereinbefore referred to and
the Engineer does hereby accept such engagement.

2. The Engineer shall prepare complete plans and specifications and forms
of contract and bond covering the work of constructing the sub-structure of the proposed
extension of the Broadway Pier. The preparation of plans shall include the supervision of
test pile driving for determining subsoil conditions at the site of the structure.

3. The Engineer shall furnish to the City a sufficient number of copies of
said plans and specifications and forms of contract and bond and shall assist the City in
securing proposals and in awarding a contract covering the work to be performed under said
plans and specifications.

4. The Engineer shall furnish general supervision of the work during con-
struction which general supervision shall include:-

(a) Interpretation of the plans and specifications and direction of
resident engineers and inspectors.

(b) Passing on and approval of such special testing as may be neces-
sary in connection with the furnishing of material.

(c) The preparation and certification of monthly estimates of payments
due to Contractors during the progress of the work and of final estimates upon completion
of the work.

(d) An inspection of the work once a month by said Engineer or his
associate, HARRY E. SQUIRE, over a period of approximately ten months.

5. The City shall pay the Engineer for services outlined above the sum of
of \$5,000.00, to be paid as follows:

Upon the execution of this Agreement, \$500.00.

Upon the completion of the plans and specifications and forms of con-
tract and bond, \$2,500.00.

The balance amounting to \$2,000.00 in monthly installments during the
progress of the work of construction, based on the percentage of completion of the work of
the Contractor.

6. It is further understood and agreed that the City shall furnish a
resident engineer, to take personal charge of the work under the general direction of the
said Engineer, or if it is desired, that the said Engineer will furnish a resident Engineer
for the additional sum of \$300 per month plus the cost of transportation to and from San
Diego.

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.

Approved as to form

H. C. HOPKINS, Dep. City Atty.

I HEREBY CERTIFY that the above and foregoing)
is a full, true and correct copy of Contract,) with Frank G. White, being Document No. 249558

ALLEN H. WRIGHT, City Clerk

By *August M. Hadstrom* Deputy

THE CITY OF SAN DIEGO

By M. A. GRAHAM

J. C. MCCLURE

RUFUS CHOATE

Harbor Commission, Party of the First Part.

FRANK G. WHITE, Engineer, Party of
the Second Part.

RELEASE

We, the Honorable, the Mayor and Common Council of The City of San Diego, in com-
pliance with the report and recommendations of the Commissioner of the General Land Office,
Washington, D. C., and the approval of the Secretary of the Interior of the United States of
America, do hereby relinquish the grant heretofore made by the Department of the Interior
to the Southern California Mountain Water Company, "November 22, 1898, approved subject to
all valid existing rights, C. N. Bliss, Secretary," of the BEAR CANYON RESERVOIR, said map
having been filed for the approval of the Secretary of the Interior, under Sections 18 to
21, inclusive of the Act of Congress, approved March 3, 1891; such relinquishment to take
effect upon approval by the authorized governmental officials of the City's application for
right of way for the said enlarged reservoir site under application Serial L. A. 036991
(L "W.J.H." 1336913).

HARRY C. CLARK

Mayor of the City of San Diego,
California

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council of

The City of San Diego, California

By ALLEN H. WRIGHT, City Clerk

By *August M. Hadstrom* Deputy

(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 Release to Dept. of Interior,) being Document No. 249573

LEASE

THIS INDENTURE, made in duplicate, this 21st day of October, 1929, between SAMUEL SUTCLIFFE, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises located on lots 1 and 2, block 74, Ocean Beach, known and described as 1951 Abbott Street, in The City of San Diego, County of San Diego, State of California; the premises hereby leased to be used by the said Lessee as Police Headquarters; for the term of two (2) years commencing on the 1st day of November, 1929, and ending on the 31st day of October, 1931.

Yielding and paying therefor during the term thereof the sum of eight hundred forty dollars (\$840.00), lawful money of the United States, payable in advance on the first day of each and every month during said term, in sums or payments of thirty-five dollars (\$35.00) per month.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenants and agrees to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than Police Headquarters and purposes connected therewith, 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 reenter and relet the premises; and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

2. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessee shall be permitted to install and remove any fixtures and make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and that any fixture, equipment, or partitions installed by the Lessee shall not become the property of the Lessor; and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of the installation of such fixtures or partitions.

3. It is further understood and agreed that the Lessee shall be permitted to construct in the rear of said premises a suitable double garage on said premises; the construction thereof to conform to the other buildings on said premises, and that upon the termination of this lease the said garage shall become the property of the Lessor.

4. That the Lessee shall, at the termination of this lease, surrender the premises to the Lessor in as good condition as reasonable use thereof shall permit, damage by the elements alone excepted.

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

6. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, and written notice of such delinquency having been served on the Lessee, this lease shall, at the option of the Lessor, become null and void.

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

8. That the Lessor shall, at his own charge and expense, keep the walls, roof and exterior portions of said building in good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

9. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee, and for its account.

10. That the Lessor shall furnish and pay for the water used by the Lessee on said premises.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents in duplicate the day and year first hereinabove written.

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

SAMUEL SUTCLIFFE, Lessor
THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council

I hereby approve the form of the foregoing Lease, this 3 day of October, 1929.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Samuel Sutcliffe, being Document No. 249607.

M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney
- - - ALLEN H. WRIGHT, CITY CLERK
By *August M. Wadsworth* Deputy

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA FILTER 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 ONE THOUSAND THREE HUNDRED FORTY-FIVE Dollars (\$1,345.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of October, 1929.

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

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

(SEAL)

ATTEST:

J. F. ROBERTS

(SEAL) ATTEST:

A. C. ROBESON

STATE OF CALIFORNIA,

City and County of San Francisco,) ss.

CALIFORNIA FILTER CO., Principal

PAUL F. BOVARD, Pres.

NATIONAL SURETY COMPANY, Surety.

By H. C. ROACH, Attorney in fact

On this 16th day of October, in the year One Thousand Nine Hundred and 29, before me, DOROTHY H. McLENNAN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared H. C. ROACH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of NATIONAL SURETY COMPANY, a corporation, and he 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, at my office in said City and County of San Francisco the day and year in this certificate first above written.

(SEAL)

My Commission Expires

December 23, 1930

DOROTHY H. McLENNAN

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 19 day of Oct., 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, 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 October, 1929

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk

FRED W. SICK, Deputy

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA FILTER 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, 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 Thousand Six Hundred Ninety Dollars (\$2,690.00), 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 October, 1929.

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 CALIFORNIA FILTER COMPANY, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary 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 steel cylindrical sand trap

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 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:

J. F. ROBERTS

(SEAL) ATTEST:

A. C. ROBESON

STATE OF CALIFORNIA,

City and County of San Francisco,) ss.

CALIFORNIA FILTER COMPANY, Principal

PAUL F. BOVARD, Pres. (SEAL)

NATIONAL SURETY COMPANY, Surety

By H. C. ROACH, Attorney in fact

On this 16th day of October, in the year One Thousand Nine Hundred and 29, before me, DOROTHY H. McLENNAN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared H. C. ROACH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of NATIONAL SURETY COMPANY, a corporation, and he 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, at my office in said City and County of San Francisco the day and year in this certificate first above written.

(SEAL)

My Commission Expires

December 23, 1930

DOROTHY H. McLENNAN

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 19 day of Oct., 1929

M. W. CONKLING, City Attorney

By C. L. BYERS, 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 October, 1929.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 21st day of October, 1929, 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, 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 installation of a sand trap, with valves and fittings, in the Otay-San Diego Pipe Line, including the necessary by-pass piping and all other necessary fixtures for the erection of said sand trap, including all pipe work, on foundation to be furnished by the City; all in accordance with the specifications therefor on file in the office of the Superintendent of the Purchasing Department, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof, and in accordance with the proposal of the California Filter Company, bearing date September 23, 1929, a copy of which is attached hereto, marked Exhibit "B", 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:

The sum of Five Thousand Three Hundred Eighty Dollars (\$5380.00).

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 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:

The sum of Five Thousand Three Hundred Eighty Dollars (\$5380.00).

said payments to be made as follows: Upon the completion of said work, and the acceptance of the same by the Common Council of said City, fifty per cent. (50%) of the said contract price shall be paid said contractor, and fifty per cent. (50%) 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, and the surety bond required in the specifications, as set forth on page 5 of Exhibit "A" attached hereto, has been filed in the office of the City Clerk of said City, 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 Hydraulic Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of 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 material or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any 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 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 Hydraulic Engineer, 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.

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

THE CITY OF SAN DIEGO.

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

CALIFORNIA FILTER COMPANY, Contractor

By PAUL F. BOVARD, Pres.

(SEAL) ATTEST.

J. F. ROBERTS

I hereby approve the form of the foregoing Contract this 19 day of Oct., 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

EXHIBIT "A"

GENERAL SPECIFICATIONS COVERING SAND TRAP, BONITA PIPE LINE

A completely equipped steel cylindrical sand trap, or sand trap of other suitable design, shall be furnished, and installed either by the Contractor or by the City of San Diego, near the westerly terminus of the 28" Bonita Pipeline, the said sand trap to be guaranteed to entrap all sand passing in the Bonita Pipeline to the point of entrance to the sand trap. Capacity of pipeline = 8.0 m.g.d.

LOCATION. The location of the sand trap will be immediately north of the south line of Broadway Street, near the center line of 31st Street, and parallel to the Bonita Pipeline. It shall be set on concrete piers to be provided by the City.

SHELL. The sand trap shall be designed in the form of a cylinder; the plates of which it is constructed shall be of sufficient thickness, that the sand trap will operate under a working pressure of not less than one hundred fifty-five (155) pounds per square inch, with an additional allowance of Fifty (50) pounds per square inch for the water hammer, using a factor of safety of not less than Four (4).

MATERIAL. The plates used in the construction of the sand trap shall meet with the requirements of and be subject to the tests prescribed by the Standard Specifications for Flange Steel of the American Society for Testing Materials, Serial Designation A30-24, with subsequent amendments and revisions.

RIVETING. All circumferential seams shall be single riveted. Longitudinal seams shall be of double-riveted, butt strap construction or equivalent strength. All riveting shall be in conformity with the requirements of the A.S.M.E. code.

MANHOLES AND OUTLETS. All manholes and other outlet connection openings shall be equipped with flanged, cast iron frames of sufficient strength which shall be adequately riveted to the shell. Manhole and handhole covers shall be of cast iron.

INLET AND OUTLET CONNECTIONS. The sand trap shall be fitted with inlet and outlet water connections for 24 inch diameter pipe, each to be flanged as above specified. Gear type 24 inch gate valves guaranteed for maximum pressure encountered, shall be furnished and installed. All blow-off and sand removal openings shall be fitted with gate valves of the size corresponding to the opening and of sufficient strength for the pressure encountered. A gear type 30 inch gate valve guaranteed to operate at the maximum pressure encountered shall be installed between the inlet and outlet wye connections as a by-pass control.

BAFFLES. The arrangement of the necessary baffles in the sand trap will be left to the experience of the bidder and each bidder shall submit with his bid, a drawing showing the proposed arrangement of the baffles.

TESTING. The completed shell with all fittings attached and closed shall be tested with cold water at a pressure of 250 pounds per square inch, without leakage, at the factory, before dipping. It shall again be tested to the same pressure after erection on the foundation.

DIPPING. The completed shell shall be double-dipped in a bath of Petrolastic cement, or equal, said bath to be maintained at the highest possible temperature below the point of burning.

The dipping bath shall be an asphaltic material of a blended consistency, ranging from 15 degrees penetration during the summer months to 30 degrees penetration during the winter months.

The shell shall remain in the dipping bath until the metal has attained the temperature of the dip. After the shell has been removed from the dip it shall be allowed to drain and cool. It shall then again be immersed in the bath for a period long enough to acquire a heavy coating of the dip but not long enough to melt or destroy the first coating.

PIPING. The pipe to be installed shall be constructed of One-quarter (1/4) inch thick steel plate with electric welded joints or seams.

The pipe shall be 24 inches, inside diameter and shall be manufactured in all respects, in accordance with the best practice.

FOUNDATIONS. All required foundations will be provided by the City of San Diego.

DRAWINGS. Bidders shall submit complete drawings of the sand trap they propose to furnish, with their proposals, such drawings to show all baffles, blow-offs, manholes, handholes, inlets, outlets, fittings and connections to the Bonita Pipeline.

DELIVERY AND COMPLETION. Delivery shall be F.O.B. San Diego and bidders shall state time of delivery and time of completed erection if this item of the bid is accepted.

GUARANTEE. The successful bidder will be required to furnish a surety bond in a sum equal to the amount of his bid for the sand trap, running for a period of One (1) year from the time of completion of the work and conditioned upon efficient operation of the sand trap in removing all the sand carried in the pipeline, reaching the point of installation.

RESPONSIBILITY. Bidders shall submit a list of their installations of similar equipment which are successfully operating.

CERTIFIED CHECKS AND BONDS. Each bidder shall accompany his bid with a certified check upon a responsible bank in a sum not less than Five (5) per cent of the aggregate amount of his bid, which check shall be held by the City as a guarantee that the bidder, if awarded the contract, will enter into such contract and furnish the bonds required for faithful performance of such contract.

The successful bidder will be required to furnish a surety bond in an amount not less than Fifty (50) per cent of the aggregate amount of his bid, conditioned upon faithful performance of the contract and upon payment, by the Contractor, of all labor and material bills, contracted in connection with the work.

DILIGENCE AND WORKMANSHIP. The successful bidder will be required to prosecute

his undertaking with diligence and in an approved workmanlike manner.

INSPECTION. Inspection of the work will be made by authorized representatives of the Bureau of Water Development. Workmanship must conform to his interpretation of these specifications.

ACCEPTANCE. Formal acceptance of the entire work or any portion thereof, as the case may be, will be made by H. N. Savage, Engineer in Charge, or his authorized representative.

PAYMENTS. Payment shall be made to the successful bidder of one-half of his bid, upon delivery in San Diego of all equipment bid upon, and the remainder of the contract price will be paid Thirty (30) days after acceptance of the completed work and the furnishing of the guarantee bond.

EXHIBIT "B"

Purchasing Department, City of San Diego, San Diego, California. Attention: Mr. A. V. Goeddel. Dear Sir: September 23, 1929.

The proposal attached hereto for the sand trap includes the following detailed specifications not included in the City of San Diego specifications. Equipment and installation will be in accordance with blueprint Y-551 enclosed herewith.

The shell will be constructed of 3/4" flanged steel heads and 5/8" flanged steel shells. The longitudinal joints will be triple-riveted, butt strap construction. The tank will be tested to a tightness of 250 pounds at the shop.

Tests as to tightness before the installation will be done by the city if required, otherwise after installation the tanks will be made tight should any leaks develop. All circumferential seams will be single riveted, and all riveting will conform to the A.S.M.E. code.

The baffle arrangement will be substantially as shown in the blueprint enclosed, and tested on a lineal velocity of not less than 10 million gallons daily.

Substituting for the dipping specifications we propose to sand blast the interior of the tank. After the tank has been thoroughly tested and dried, there will be applied two (2) coats of Hill-Hubbell's 70-30 special prepared paint, care being exercised that all the seams, both exterior and interior, are thoroughly coated with two coats. The interior will be thoroughly cleaned and coated before shipment. The exterior coats will be applied after installation.

The exact position of the blow-off valves on the lower side of the tank will have to be determined after the examination of the city's foundation drawings. The manhole will be a standard 11 x 15 cast iron manhole. The blow-off valves will be 6" screw valves.

The interconnecting piping between the sand trap and the 28" line will be 1/2" welded steel. All welding will be electric arc welding. Pipe will be dipped as per specifications. The valves will be as per specifications, Crane Company make.

Delivery can be made in ninety (90) days from receipt of order; installation requiring approximately twelve (12) days.

Should the City elect to make the installation, our proposal covers the services of a representative of our company to supervise tests and the installation.

In the matter of responsibility. We have furnished sand traps operating under similar conditions and of approximately the same size for the following: California Packing Corporation. - Sacramento, plant No. 10. Sacramento, plant No. 11. Stockton. San Lorenzo. H. G. Prince Cannery, Oakland, California. Utah Packing Corporation, Spanish Fork, Utah. Oregon Pulp and Paper Company, Salem, Oregon.

These plants vary in capacity from 1 million to 10 million gallons daily.

Yours very truly, CALIFORNIA FILTER COMPANY, By PAUL F. BOVARD, Assistant Manager.

PFB:EK ENC. CC- LA Office.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with California Filter Company, being Document No. 249712. (ALLEN H. WRIGHT, City Clerk

AGREEMENT

WHEREAS, it is the desire of The City of San Diego that C. H. C. Route 15 in the County of San Diego be relocated on higher ground, to the end that The City of San Diego may, when it desires flood a part of the route as now located by a higher dam than the one now in existence at Lake Hodges, NOW, THEREFORE,

IT IS AGREED that The City of San Diego will pay the sum of nine thousand dollars (\$9,000.00), either to the County of San Diego or to interested property owners from whom easements are obtained, as desired by the Board of Supervisors of San Diego County, for the necessary easements to relocate the said road upon higher ground, and the County of San Diego agrees that when requested by the City Council of San Diego the County of San Diego will abandon so much of the lower road heretofore in use between Ramona and Escondido as may be flooded by a higher dam on the San Dieguito River, to be hereafter constructed by The City of San Diego.

(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

IRA S. IREY

Members of the Common Council.

THE COUNTY OF SAN DIEGO.

By CHAS. L. GOOD

LEROY H. AUL

EDGAR F. HASTINGS

TOM HURLEY

(SEAL) ATTEST:

J. B. McLEES, County Clerk
By C. BUCKLEY, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Board of Supervisors of San Diego County, Calif., being Document No. 249932.

ALLEN H. WRIGHT, City Clerk

CONTRACT

UNDERTAKING FOR STREET LIGHTING.

Roseville Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Eighty-five Dollars (\$285.00), 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 October, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon UDAL STREET, between Clove Street and Willow Street; VOLTAIRE STREET, between Clove Street and Willow Street; WHITTIER STREET, between Clove

Street and Rosecrans Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; WESTCLIFFE PLACE, for its entire length; EDITH LANE, for its entire length; PLUM STREET, between Udal Street and Yonge Street; and WILLOW STREET, between Udal Street and Yonge Street, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC
COMPANY

By W. F. RABER, Principal
THE AETNA CASUALTY AND SURETY COMPANY
Surety

By FRANK A. SALMONS, Resident Vice-
President

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

On this 28th day of October, in the year nineteen hundred twenty-nine, 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 Vice-President and PAUL WOLCOTT, 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.

FRANCES S. BOWERS
Notary Public in and for said San
Diego County, State of California.

I hereby approve the form of the foregoing Undertaking this 29 day of Oct., 1929.

M. W. CONKLING, City Attorney.

By H. C. HOPKINS, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 51693 passed and adopted on the 14th day of October, 1929, require and fix the sum of \$285.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of The City of San Diego.

By FRED W. SICK, Deputy

CONTRACT FOR STREET LIGHTING
Roseville Lighting District No. 1

THIS AGREEMENT, made and entered into this 4th day of November, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in The City of San Diego, California, to-wit:

UDAL STREET, between Clove Street and Willow Street; VOLTAIRE STREET, between Clove Street and Willow Street; WHITTIER STREET, between Clove Street and Rosecrans Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; WESTCLIFFE PLACE, for its entire length; EDITH LANE, for its entire length; PLUM STREET, between Udal Street and Yonge Street; WILLOW STREET, between Udal Street and Yonge Street; together with the maintenance of the posts, wires, conduits and lamps on said streets, 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 October 15, 1929, to-wit, to and including October 14, 1930.

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 Roseville Lighting District No. 1", filed July 9, 1929, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Thirty-seven and 60/100 Dollars (\$1137.60) 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 "Roseville Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of One Thousand One Hundred Thirty-seven and 60/100 Dollars (\$1137.60) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand One Hundred Thirty-seven and 60/100 Dollars (\$1137.60).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL (Members of the
IRA S. IREY (Common Council

I hereby approve the form of the foregoing Contract, this 29 day of October, 1929.
I HEREBY CERTIFY that the above and foregoing is a) M. W. CONKLING, City Attorney.
full, true and correct copy of Contract, with Consol-) By H. C. HOPKINS, Deputy City Attorney.
idated Gas & Electric Company, being Document #250138) ALLEN H. WRIGHT, City Clerk
By August M. Hadstrom Deputy

CONTRACT

UNDERTAKING FOR STREET LIGHTING. Sunset Cliffs 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 One Thousand Eight Hundred Forty-eight Dollars (\$1848.00), 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 October, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon Point Loma Avenue, Adair Street, Tivoli Street, Granger Street, Osprey Street, Alhambra Street, Terrace Street, Valencia Drive, La Paloma Street, Varona Street, Santa Barbara Street, Novara Street, Ebers Street, Froude Street, Guizot Street, Trieste Drive, Alexandria Drive, Moana Drive, Tarento Drive, Renaud Street, Catalina Boulevard, Sorrento Drive, Barcelona Drive, Calaveras Drive, Piedmont Drive, Hill Street, Marseilles Street, Monaco Street, Brindisi Street, Algeciras Street, Carmelo Street, Casitas Street, Ladera Street, Sunset Cliffs Boulevard, Cordova Street and Devonshire Drive, in said City, within the limits and as particularly described in Resolution of Intention No. 50287, adopted by the Common Council June 3, 1929, and on file in the office of the City Clerk of said City, 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:
PAUL WOLCOTT, Resident Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER, Principal.
THE AETNA CASUALTY AND SURETY COMPANY
Surety
By FRANK A. SALMONS, Resident Vice-President

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

On this 28th day of October, in the year nineteen hundred twenty-nine, before me, FRANCES S. BOWERS, a Notary Public in and for 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 Vice-President and PAUL WOLCOTT, 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 29 day of Oct., 1929.

M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 51692, passed and adopted on the 14th day of October, 1929, require and fix the sum of \$1848.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego
By FRED W. SICK, Deputy

CONTRACT FOR STREET LIGHTING

Sunset Cliffs Lighting District No. 1

THIS AGREEMENT, made and entered into this 4th day of November, 1929, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit:

The southwesterly side of POINT LOMA AVENUE, between Sunset Cliffs Boulevard and Catalina Boulevard;

ADAIR STREET, between Sunset Cliffs Boulevard and Santa Barbara Street;

TIVOLI STREET, between Devonshire Drive and Santa Barbara Street;

GRANGER STREET, between Devonshire Drive and Novara Street;

OSPREY STREET, between Sunset Cliffs Boulevard and Cornish Drive;

ALHAMBRA STREET, between Devonshire Drive and Novara Street;

TERRACE STREET, between Devonshire Drive and Novara Street;

VALENCIA DRIVE, between Trieste Drive and Moana Drive;

LA PALOMA STREET, between Moana Drive and Catalina Boulevard;
 VARONA STREET, between Moana Drive and Catalina Boulevard;
 SANTA BARBARA STREET, between Point Loma Avenue and its termination in Hill Street and Catalina Boulevard;
 NOVARA STREET, between Hill Street and Santa Barbara Street;
 EBERS STREET, between Adair Street and Point Loma Avenue;
 FROUDE STREET, between Sunset Cliffs Boulevard and Point Loma Avenue;
 GUIZOT STREET, between Sunset Cliffs Boulevard and Point Loma Avenue;
 TRIESTE DRIVE, between Santa Barbara Street and Point Loma Avenue;
 ALEXANDRIA DRIVE, between Hill Street and Point Loma Avenue;
 MOANA DRIVE, between Hill Street and Point Loma Avenue;
 TARENTO DRIVE, between Hill Street and Renaud Street;
 RENAUD STREET, between Catalina Boulevard and Varona Street and between La Paloma Street and Point Loma Avenue;

The westerly side of CATALINA BOULEVARD, between Hill Street and Varona Street and between La Paloma Street and Point Loma Avenue;

SORRENTO DRIVE, for its entire length;
 BARCELONA DRIVE, between Osprey Street and Alexandria Drive;
 CALAVERAS DRIVE, between Osprey Street and Barcelona Drive;
 PIEDMONT DRIVE, between Novara Street and Alexandria Drive;
 HILL STREET, between Sunset Cliffs Boulevard and Catalina Boulevard, except the southerly side of said Hill Street between Cornish Drive and Catalina Boulevard;
 MARSEILLES STREET, between Cordova Street and Cornish Drive;
 MONACO STREET, between Sunset Cliffs Boulevard and Cornish Drive;
 BRINDISI STREET, between Cordova Street and Cornish Drive;
 ALGECIRAS STREET, between Cordova Street and Cornish Drive;
 CARMELO STREET, between Sunset Cliffs Boulevard and Cornish Drive;
 CASITAS STREET, between Cordova Street and Cornish Drive;
 The northerly side of LADERA STREET, between Sunset Cliffs Boulevard and Cornish Drive;

The easterly side of SUNSET CLIFFS BOULEVARD, between Ladera Street and Point Loma Avenue;

CORDOVA STREET, between Ladera Street and Sunset Cliffs Boulevard; and
 DEVONSHIRE DRIVE, between Hill Street and Adair Street;

Together with the maintenance of the posts, wires, conduits and lamps on said streets, 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 October 1, 1929, to-wit: to and including September 30, 1930.

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 Sunset Cliffs Lighting District No. 1", filed July 6, 1929, in the office of the City Clerk of said City of San Diego.

And said Second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said First Party the sum of Seven Thousand Three Hundred Ninety-two Dollars (\$7392.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Seven Thousand Three Hundred Ninety-two Dollars (\$7392.00) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 Seven Thousand Three Hundred Ninety-two Dollars (\$7392.00).

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, 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 J. V. ALEXANDER
 S. P. McMULLEN
 L. C. MAIRE
 E. H. DOWELL
 IRA S. IREY

Members of the Common Council

I hereby approve the form of the foregoing Contract, this 29 day of Oct., 1929.
 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. 250139.

M. W. CONKLING, City Attorney
 By H. C. HOPKINS, Deputy City Attorney
 - ALLEN H. WRIGHT, City Clerk
 By *August M. Hadetron* Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 5th day of September, 1929, 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, pursuant to Ordinance No. 12437 of the ordinances of said City, approved Aug. 5th, 1929, as Lessor, and CALIFORNIA PACKING CORPORATION, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

The south half of Lot Three (3), Block Three (3), Municipal Tidelands Subdivision Tract No. 1.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a term beginning on the 5th day of September, 1929, and ending on the

first day of October, 1938, unless sooner terminated as herein provided, at the following rentals:

Ten dollars (\$10.00) per month, payable in advance on the first day of each and every month during the term of said lease.

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City, to change or increase the rental above provided, at any time, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Common Council and the Harbor Commission to readjust and increase the rental of said premises as herein provided.

The adjustments of rent herein provided for shall be based on the valuation of adjoining property, which valuation to be used for adjustment shall be the valuation fixed for adjoining property by the Assessor for municipal taxation purposes; provided, that if the amount of such rental cannot be agreed upon between the parties, then the same shall be determined by arbitration, each party to select one arbitrator, and the two arbitrators so selected to select a third. Said arbitrators shall use as a basis for determining the rental the valuation of adjoining property as fixed by the Assessor for municipal taxation purposes.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council evidenced by ordinance duly and regularly adopted and approved.

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

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

(1) That the demised premises shall be used only and exclusively for the purpose of erecting and maintaining a warehouse thereon.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the Harbor Commission.

(3) The business of said Lessee upon said premises shall be that of conducting a warehouse.

(4) That the said Lessee shall at the expiration or termination of this lease have the right, and shall be required to remove all improvements placed on said premises by it.

(5) It is expressly understood and agreed by said Lessee that the Common Council of The City of San Diego and the Harbor Commission of said City may at anytime change the boundaries of the premises leased, and may open streets through said premises, in accordance with any plan of harbor improvement adopted by the Common Council of said City, and that the Lessee will remove any structures or buildings from said demised premises as interfere with the carrying out of the adopted harbor plan in any way whatsoever, at its own expense, and without any claim or right to damages or compensation therefor.

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

(7) In the event that the Lessee shall fail to establish and maintain the business above provided for upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder; and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(8) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease, with like effect as though the same were expressly set forth herein.

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

(SEAL)

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

(SEAL) ATTEST:

H. G. BALDWIN, Secretary

THE CITY OF SAN DIEGO, Lessor.

By M. A. GRAHAM
J. C. McCLURE
RUFUS CHOATE

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

CALIFORNIA PACKING CORPORATION, Lessee
By A. W. EAMES, Vice-President

I hereby approve the form of the foregoing Lease, this 5 day of September, 1929.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with California Packing Corporation, being Document No. 250449

By M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney
By ALLEN H. WRIGHT, City Clerk
By August M. Hadstrom, Deputy

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 12th day of November, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, hereinafter designated as the Lessor, and ARNOLD PATOCCHI, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rent to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby demises and leases 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 Tract "B" of the Rancho El Cajon, acquired by The City of San Diego from the Gilchrist Estate, by deed recorded in Deed Book No. 1204, page 354, of the Records of the County Recorder of San Diego County, California, more particularly described as follows:

Beginning at the quarter section corner in the center of Section 23, Township 15 South, Range 1 West, San Bernardino Meridian, said point being on the south line of Tract "B" of the Rancho El Cajon and 2646.8 feet westerly from the southeast corner of said Tract, and running thence east along said south line of Tract "B" 20 chains to a point; thence north 153 feet to a point near the center of the San Diego River; thence following the San Diego River upstream north 44°16' east 924.3 feet to a point in the westerly edge of the County Road as shown on Licensed Surveyor's Map No. 131, in the office of the County Recorder of said San Diego County; thence following the westerly line of the Old County Road north 35°32' west 132 feet to a point; thence north 22°22' west 50.5 feet to a point; thence north 05°28' west 289 feet to a point; thence north 13°08' east 607.2 feet to a point (on east line of Winchester Tract) marked "P5" as shown on said Licensed Surveyor's Map No. 131; thence along the east line of the tract of land conveyed by John Johnson, Jr., and Dell Hale Johnston to Gilchrist Estate Company, a corporation, by deed recorded in Book 872, page 49, of Deeds, Records of San Diego County, North 0°05' west 1240.83 feet to a point in the center line of the proposed County Road leading westerly through the Winchester Ranch more recently known as the Gilchrist Ranch; thence following the center line of said proposed County Road, South 89°06' west 852.62 feet to the beginning of a curve to the left and concave to the south, having a radius of 500 feet; thence along said curve through a central angle of 15°21' a distance of 133.95 feet to the end of curve; thence South 73°45' west 971.2 feet to the beginning of a curve to the right concave to the north having a radius of 190 feet; thence along said curve through a central angle of 8°05' a distance of 26.8 feet to a point 20 feet north of the northeast corner of the Drinkwater Tract, as described in deed recorded in Book 502, page 327, of Deeds; thence south (along the produced line of the said Drinkwater Tract, and along the east line of said Drinkwater Tract, and along the east line of land conveyed to Annia M. Lane by deed recorded in Book 279, page 8 of Deeds), 2776.12 feet, more or less, to the point of beginning;

EXCEPTING from the above described real property the following described property thereof, to-wit:

PARCEL NO. 1: Commencing at a point marked by a 1-1/4 inch iron pipe which bears North 58°45' east 1448.76 feet from the quarter section corner in the center of Section 23, Township 15 south, Range 1 west, San Bernardino Meridian, in Tract "B" of the Rancho El Cajon, and running thence South 43°42' east 50 feet to a point; thence North 46°18' east 125 feet to a point; thence North 43°42' west, 50 feet to a point; thence South 46°18' west 125 feet to the point of commencement.

PARCEL NO. 2: Commencing at a point on the north boundary of the land conveyed in and by the deed from Gilchrist Estate Company, a corporation, to R. F. Cowles and being on the center line of the proposed County Road leading westerly from the Riverview Farms through the Winchester Ranch, more recently known as the Gilchrist Ranch, in Tract "B" of the Rancho El Cajon, which said point is distant South 89°06' west 672 feet from the northeast corner of said land so hereby conveyed by said Gilchrist Estate Company, and running thence South 89°06' west 65 feet; thence South 0°54' west 108 feet to the point of commencement.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for the term of three (3) years commencing on the 1st day of October, 1929, and ending on the 30th day of September, 1932, unless sooner terminated as herein provided, at the following rentals:

Two Hundred Dollars (\$200.00) for the first year of said term, and Four Hundred Dollars (\$400.00) per year for the remainder of said term; said rent to be due and payable on the first day of October of each and every year during the term of this lease and all renewals or continuances thereof.

In consideration of the premises the Lessee agrees with the Lessor as follows:
(a) That the Lessee will pay the said rental at the time and in the manner above provided;

(b) That said leased lands shall be used for the purpose of non-irrigated crops and not otherwise, and that said leased lands shall not be used for grazing purposes;

(c) 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.

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 proportionate part of any rental paid in advance by said Lessee, and which may be due to said Lessee by virtue of the revocation of this lease.

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 thereon, and/or for the purpose of drilling, operating and maintaining wells and pipe lines on said leased premises, and for the purpose of making repairs to or developing the water system of said City.

The Lessee further agrees that he will not interfere in any way with the pumping of water by the Lessor from the wells located on said leased property.

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

It is agreed that if any default shall be made by the Lessee in the payment of the rent provided for herein, 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 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, the 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, 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.

(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

IRA S. IREY

Members of the Common Council

ARNOLD PATOCCHI, Lessee.

I hereby approve the form of the foregoing Lease, this 9 day of Nov., 1929.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Arnold Patocchi, being Document No. 250554.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

LEASE

THIS AGREEMENT, made and entered into this 18th day of November, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California; hereinafter called the Lessor, 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. 12550, of the ordinances of said City, 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 the following described property in The City of San Diego, County of San Diego, State of California, to-wit:

All of Pueblo Lot 1240 of the Pueblo Lands of said City.

TO HAVE AND TO HOLD the said land and each and every parcel thereof, for a term of one year commencing on the 11th day of September, 1929, and ending on the 10th day of September, 1930, at a rental for said period of forty-five dollars (\$45.00), 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 grazing and pasturage purposes only, 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 permission of the Common Council of said City of San Diego.

And it is further agreed that if default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor to re-enter said premises, and remove all persons therefrom.

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

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

THE CITY OF SAN DIEGO, Lessor.

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

G. H. LEWIS, Lessee.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Agreement of Lease, this 3 day of October, 1929.

M. W. CONKLING, City Attorney.

By H. G. HOPKINS, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with G. H. Lewis, being Document No. 250723.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 18th day of November, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the Lessor, and T. A. EVANS, hereinafter designated as 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, particularly described as follows, to-wit:

PARCEL 1. 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.

PARCEL 2. Commencing at a point on the center line of the survey of that highway known as Relocation Route No. 3, Division 1, said point being stationed 213 + 12.4; thence north 13°57' east to an intersection with the easterly line of said highway for the true point of beginning; thence north 13°57' east to an intersection with the 315-foot contour of

Lake Hodges Reservoir; thence in a southerly and southwesterly direction following the said 315-foot contour to its next intersection with the easterly line of said highway; thence in a northeasterly direction following the easterly line of said highway to the point of beginning;

PARCEL 3. 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, 571.6 feet to the point of beginning, subject to all recorded easements and rights-of-way for road purposes;

PARCEL 4. 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 + 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;

PARCEL 5. 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, 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 No. 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 consisting of one acre, more or less, with buildings thereon leased to Hopkins in 1926;

PARCEL 6. Commencing at a point on the center line of the survey of that highway known as Relocation Route No. 3, Division 1, said point being stationed 213 + 12.4; thence south 76°03' north to an intersection with the westerly line of said highway as the true point of beginning; thence south 76°03' west to an intersection with the 395-foot contour of Lake Hodges Reservoir; thence following the said 395-foot contour in a westerly direction to its intersection with the west line of the Rancho San Bernardo; thence following said westerly line of Rancho San Bernardo in a southerly direction to an intersection with the 315-foot contour of Lake Hodges Reservoir; thence in an easterly direction following said 315-foot contour to an intersection with the westerly line of that highway known as Relocation Route No. 3, Division 1; thence following the westerly line of said highway 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 31st day of May, 1929, and ending on the 30th day of May, 1932, and for the rental of Three Hundred Sixty-five Dollars (\$365.00) per annum, payable quarterly.

Inconsideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental at the time and in the manner 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, protect and keep the buildings and other improvements and all personal property located on said 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, improvements or personal property 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, together with the personal property located thereon, 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;

(c) That Lessee will use the land herein leased for agricultural purposes only, and will erect suitable fences thereon; which fences, upon the termination of this lease, shall become the property of the Lessor.

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 enter said lands for inspection, for the purpose of water development, and/or the right to cancel this lease in the event that the Lessor deems the use of the land necessary for water development, either by raising the height of the present Lake Hodges Dam, or by erecting a new dam in the Lake Hodges Reservoir basin; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) 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. In the event that this lease is terminated as hereinbefore mentioned, it shall become null and void,

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, or for the purpose of making repairs to or developing the water system of the Lessor.

It is agreed that if any default shall be made by the Lessee in the payment of the

rent provided for herein 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 subletting or assignment.

IT IS HEREBY FURTHER EXPRESSLY UNDERSTOOD AND AGREED that the leases of land heretofore entered into between The City of San Diego and T. A. Evans, as set forth and described in Document Nos. 208970 and 201274, are hereby cancelled and annulled and rendered of no force and effect from and after May 31, 1929.

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, the 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 said City, and the said 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
T. A. EVANS, Lessee

THE CITY OF SAN DIEGO, Lessor
By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council
Lease, this 12 day of Nov., 1929.
M. W. CONKLING, City Attorney.
By C. L. BYERS, Deputy City Attorney.

I hereby approve the form of the foregoing

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with T. A. Evans, being Document No. 250724.

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

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 18th day of November, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the Lessor, and W. N. BRADBURY & SON, of the County of San Diego State of California, hereinafter designated as Lessees, WITNESSETH:

That the Lessor, pursuant to Ordinances numbered 12360 and 12361, approved on the 10th day of June, 1929, and proceedings thereunder, and 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:

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.

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 of the northeast quarter of Section 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, in the office of the County Recorder of San Diego County, California; and

(c) Subject, also, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property.

Also,

The southwest quarter of the southeast quarter, and the west half of the northwest quarter of Section 32, Township 12 South, Range 1 West, S. B. M.

Also, commencing at a point 50 yards south of the northeast corner of the southwest quarter of said Section 32, Township 12 South, Range 1 West, S. B. M., and running thence west 156 yards, thence south 830 yards, thence east 156 yards, thence north 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 of said Section 32, Township 12 South, Range 1 West, S. B. M., thence east 25 feet, thence south 175 feet, thence west 493 feet, thence north 25 feet, thence east 468 feet, thence north 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, and nature and description whatsoever, existing against or in respect to said property.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a period of three (3) years, commencing on the first day of December, 1929, and ending on the 30th day of November, 1932, unless sooner terminated as herein provided, at the following rental:

Six hundred fifty dollars (\$650.00) per year, payable in equal quarterly installments, in advance, during the term of this lease.

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 the said premises shall be used only and exclusively for agricultural purposes; 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 the 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, 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, 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; and said Lessor reserves, and shall always have, the right of ingress and egress at all times for the purpose of drilling, operating and maintaining wells and pipe lines on the said demised premises.

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 covenant, 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 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 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, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names on behalf of said City, and the said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO, Lessor.
By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.
W. N. BRADBURY & SON
By W. N. BRADBURY
Doing business as W. N. Bradbury &
Son, Lessees:
I hereby approve the form of the foregoing Lease, this 26 day of August, 1929.
M. W. CONKLING, City Attorney.
By H. C. HOPKINS, Deputy City
Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with W. N. Bradbury & Son, being Document No. 250774.

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

CONTRACT
UNDERTAKING FOR STREET LIGHTING
Logan Avenue 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 TWO HUNDRED TWENTY DOLLARS (\$220.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of November, 1929.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and 26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National 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.

(SEAL) ATTEST:

M. B. FOWLER

(SEAL) ATTEST:

PAUL WOLCOTT, Resident Assistant Secretary.

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

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER, Principal.

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS, Surety.

On this 14th day of November, in the year nineteen hundred twenty-nine, before me, FRANCES S. BOWERS, a Notary Public in and for 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 Vice-President and PAUL WOLCOTT, 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.

FRANCES S. BOWERS

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

I hereby approve the form of the foregoing Undertaking this 13 day of Nov., 1929.

M. W. CONKLING, City Attorney.

By H. C. HOPKINS, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 52080 passed and adopted on the 12th day of November, 1929, require and fix the sum of \$220.00 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.

CONTRACT FOR STREET LIGHTING

Logan Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 18th day of November, 1929 by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit: LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and 26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue; together with the maintenance of the posts, wires, conduits and lamps on the said streets, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and after November 16, 1929, to-wit: to and including November 15, 1930.

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 Logan Avenue Lighting District No. 1", filed July 23, 1929, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Hundred Sixty-seven and 60/100 Dollars (\$867.60) 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 "Logan Avenue Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Eight Hundred Sixty-seven and 60/100 Dollars (\$867.60) 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 Eight Hundred Sixty-seven and 60/100 Dollars (\$867.60).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

I hereby approve the form of the foregoing Contract, this 13 day of Nov., 1929.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, 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. 250793.

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

AGREEMENT

AGREEMENT, Made this 19th day of October, 1929, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called the Railway Company, and the CITY OF SAN DIEGO, a California municipal corporation, hereinafter called the City.

RECITALS: The City has in contemplation the construction of a certain highway through Rose Canyon, in the County of San Diego, State of California, the proposed location whereof would cross (in two places) that certain wash near the Railway Company's Elvira Station, which would necessitate the construction and maintenance, by the City, of expensive bridges over same. Said wash at present passes under the Railway Company's bridges C-258 and D-258.

Negotiations have now been concluded between the parties providing for a channel change to carry said wash along the easterly side of the Railway Company's right of way and track, and thereby entirely eliminate not only the Railway Company's bridge C-258, but also obviate the necessity of the construction, by the City, of the aforementioned expensive bridges, and permit of the substitution of a 48-inch reinforced concrete pipe in the place and stead of the Railway Company's said bridge D-258, all as shown upon print of Chief Engineer's drawing No. 89-18958, hereto attached and by reference made a part hereof.

AGREEMENT:

ARTICLE I.

IN CONSIDERATION of the covenants and agreements on the part of the City, and the faithful keeping thereof, the Railway Company agrees:

1. To handle all construction work necessary in effecting said channel change, including grading and rip-rap protection on the side of the new channel adjacent to its track.
2. To remove its right of way fence from its present location and reconstruct the same at the location shown on the aforesaid print.
3. To remove its said bridge C-258, and to make all necessary fills thereat.
4. To substitute in the place and stead of its said bridge D-258, a 48-inch reinforced concrete pipe, with headwalls, and make the necessary fills thereat.
5. To make the necessary change in the location of its telegraph line, as indicated on said print, and perform any and all other incidental work necessary and desirable to effect said channel change.

ARTICLE II.

IN CONSIDERATION of the covenants of the Railway Company, and the faithful keeping thereof, the City agrees:

1. To acquire the necessary right of way for the said channel change, it being the understanding between the parties hereto that the cost thereof shall be included in the total cost of said project.
2. To reimburse the Railway Company, promptly upon receipt of bill or bills therefor, the actual cost of the work, herein contemplated, as hereinabove set forth, plus 10% for superintendence and use of tools, plus liability insurance on the Railway Company's employees engaged in such work, and plus commercial tariff freight rates as published and in effect on all material delivered on the job, it being the understanding between the parties that, so far as pertains to the said work, the books of each party shall be subject to proper check by the auditor of the other, if desired.

ARTICLE III.

IT IS HEREBY MUTUALLY AGREED:

1. That the total cost of all of the above mentioned work, including the cost of labor and the cost of the right of way for said channel, shall be divided between the parties on the basis of two-thirds to the City and one-third to the Railway Company; provided, however, that the Railway Company's proportion shall not be less than Four Thousand Dollars (\$4000.00)
2. That this agreement shall apply to and bind the successors and assigns of the respective parties hereto.

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

(SEAL) ATTEST:

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

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
BY W. B. STOREY, ITS PRESIDENT
CITY OF SAN DIEGO
BY J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between The Atchison, Topeka and Santa Fe Railway and the City of San Diego, California, being Document No. 250886.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By August M. Hadstrom DEPUTY

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA FILTER 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 EIGHTY-EIGHT (288) Dollars (\$288.00), 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 November, 1929.

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:

100 - Tons of Monterey filter sand, f. o. b. cars 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.

(SEAL) ATTEST:

J. F. ROBERTS

(SEAL) ATTEST:

A. C. ROBESON

STATE OF CALIFORNIA

City and County of San Francisco) ss.

On this 21st day of November, in the year One Thousand Nine Hundred and 29, before me, DOROTHY H. McLENNAN, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared H. C. ROACH, known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of NATIONAL SURETY COMPANY, a corporation; and he 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, at my office in said City and County of San Francisco the day and year in this certificate first above written.

(SEAL) ATTEST:

My Commission Expires

December 23, 1930

DOROTHY H. McLENNAN

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 25 day of November, 1929

M. W. CONKLING, City Attorney

By H. C. HOPKINS, 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 November, 1929.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk

FRED W. SICK, Deputy

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 25th day of November, 1929, 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, 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:

100 - Tons of Monterey filter sand, in serviceable burlap sacks containing approximately 100 pounds each; delivery f. o. b. cars San Diego, California. Said filter sand must be in accordance with the specifications contained in the official advertisement of The City of San Diego dated October 31, 1929; and in accordance with the bid of said California Filter Company, dated November 7, 1929.

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

The price of Eleven and 50/100 Dollars (\$11.50) per ton, net, inclusive of sacks; the sum of five (5) cents to be paid by the said California Filter Company to the City for each empty sack returned to said contractor f. o. b. Lake Majella, 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 _____, 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:

Upon the completion of delivery of said filter sand, and the acceptance of same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract, and the acceptance of the material thereunder by the Common Council, when, on proof that the contract has been fully performed, the balance remaining shall be paid 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 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

By FRED W. SICK, Deputy

(SEAL) ATTEST:

J. F. ROBERTS

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

E. H. DOWELL

Members of the Common Council

CALIFORNIA FILTER COMPANY, Contractor

By PAUL F. BOVARD, Pres.

I hereby approve the form of the foregoing contract, this 25 day of November, 1929.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between the City of San Diego, California and California Filter Company, being Document No. 251116.

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

LEASE

THIS INDENTURE made as of the 2d day of December, in the year of our Lord, one thousand nine hundred and twenty-nine,

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 Room 215, 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 Room 215, and to the use of the toilets as appurtenant to said office, to be used and occupied by the PURCHASING DEPARTMENT, and THE BUREAU OF WATER DEVELOPMENT of the City of San Diego for the conduct of the business and affairs of said Departments.

TO HAVE AND TO HOLD for the term of Two and One-half years (2½), to-wit, from the first day of January, 1930, to the 30th day of June, 1932, at the term rent of Nine Hundred Sixty Dollars (\$960.00) for the first six months, from January 1st, 1930 to June 30th, 1930, payable monthly in advance, on the first day of each and every month during said six month period in payments of One Hundred Sixty Dollars (\$160.00) each, and at the term rent of Four Thousand Two Hundred Dollars (\$4200.00) from July 1st, 1930 to June 30th, 1932, payable monthly in advance, on the first day of each and every month of said term in payments of One Hundred Seventy-five Dollars (\$175.00) 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, said lessees have installed a steam heating system served by the San Diego Consolidated Gas & Electric Company;

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 one radiator on the second floor of said building for the lessors:

Now, therefore, it is 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 a majority of the members of the Common Council, pursuant to a resolution authorizing such execution, this 2d day of December, 1929.

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

I. T. DAVIDSON
H. S. WOLF
THE CITY OF SAN DIEGO
By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
H. C. HOPKINS

I hereby approve the foregoing Lease this 30 day of Nov., 1929.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with I. T. Davidson and H. S. Wolf, being Document No. 251318.

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

CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That MARION C. BEHN, 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 SEVEN HUNDRED FIFTY-EIGHT (1,758) Dollars (\$1,758.00), 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 28th day of October, 1929.

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 f. o. b. San Diego, California:

1 - Motor driven street sweeper, Elgin Model "D",
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:
T. W. WISDOM

MARION C. BEHN, Principal.
UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety.

(SEAL)

Attest:

By T. W. WISDOM
Its Attorney in Fact.

STATE OF CALIFORNIA,) ss.
COUNTY OF Los Angeles,)

On this 28th day of October, in the year one thousand nine hundred and Twenty-nine, 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
Notary Public in and for Los Angeles County,
State of California

I hereby approve the form of the within Bond, this 31 day of Oct., 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 4th day of November, 1929.

(SEAL) ATTEST:

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council

CONTRACT

THIS AGREEMENT, Made, and entered into at The City of San Diego, State of California, this 4th day of November, 1929, 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 MARION C. BEHN, 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 driven street sweeper, Elgin Model "D",
in accordance with the following specifications:
Zenith 1-1/2" carburetor;
Ignition: magneto with impulse starter;
Motor: either 4 or 6 cylinders;
Turning radius: 30 foot roadway without backing;
Alemite lubrication throughout;
Speed: 4 to 6 miles;
Speedometer;
Gutter broom: metal body, steel wire brushes;
Main broom: 36" diameter, minimum length, 6 feet;
Dirt hopper capacity: minimum 2 yards;
Water tank: 170 gallon capacity under pressure;
To be delivered 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:

The sum of Seven Thousand Thirty-one and 60/100 Dollars (\$7,031.60), subject to a discount of Two Hundred Sixty Dollars (\$260.00) if paid within thirty (30) days from the date said sweeper is accepted by the Common Council of said City.

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 Seven Thousand Thirty-one and 60/100 Dollars (\$7,031.60), subject to a discount of Two Hundred Sixty Dollars if payment for said sweeper is made within thirty (30) _____ from date of acceptance.

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 the agreement first above written.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council
MARION C. BEHN

(SEAL) ATTEST:

SUBSCRIBED AND SWORN to before me by Marion C. Behn, on this 30th day of October, 1929.

EVELYN GOULD

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

My Commission Expires March 1, 1931.

I hereby approve the form of the foregoing contract, this 31 day of Oct., 1929.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between the City of San Diego, California and Marion C. Behn, being Document No. 250203.

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

L E A S E

THIS INDENTURE, made in duplicate this 9th day of December, 1929, between THOMAS L. SHEPHERD, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a Municipal Corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part does hereby rent and take, as Lessee, those certain premises known and described as No. 1111 Wall Street, in La Jolla, in the City of San Diego, County of San Diego, State of California, for the term of one year, commencing on the 15th day of December, 1929, and ending on the 14th day of December, 1930.

Yielding and paying therefor during the term thereof the sum of Sixty Dollars (\$60.00), lawful money of the United States, payable in advance on the 15th day of each and every month during said term, in sums or payments of Five Dollars (\$5.00) per month.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform;

1. Said premises, or any part thereof, shall not be assigned, let or underlet, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, let or underlet, the Lessor may re-enter and re-let the premises, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

2. It is understood and agreed that the Lessee shall be permitted to install and remove any fixtures and make any necessary alterations or improvements upon the interior of said premises; and said fixtures or equipment installed by said Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of the installation of such fixtures or partitions; 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 shall permit, damage by the elements alone excepted.

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

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.

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

6. That the Lessor shall, at his own charge and expense, keep the walls, roof and exterior portions of said premises in good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

7. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

8. That the said Lessor shall pay for all the water used by the Lessee on said premises; but that said Lessee shall pay for all light and gas used by it on said premises.

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

THOMAS L. SHEPHERD, Lessor.

THE CITY OF SAN DIEGO,

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

Lessee

(SEAL) Attest:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Lease, this 5 day of Dec., 1929.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Thomas L. Shepherd and the City of San Diego. Being Document No. 251546.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 9th day of December, 1929, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and F. T. SCRIPPS, 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 City of San Diego, County of San Diego, State of California, to-wit:

The South one-half of Pueblo Lot 1324 of the Pueblo Lands of the City of San Diego, For a term commencing January 1, 1930, and ending with the 31st day of December, 1933, at a rental of One Hundred Dollars (\$100.00) per year, payable in advance on the 1st day of January, of each year during said term.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

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 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 grazing purposes, and for no other purpose or purposes.

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.

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.

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 subscribed his name 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 J. V. ALEXANDER
S. P. McMULLEN
IRA S. IREY
Members of the Common Council
Lessor

F. T. SCRIPPS
Lessee

I hereby approve the form of the within Agreement of Lease, this 9 day of Dec., 1929.
M. W. CONKLING
City Attorney
By C. L. BYERS
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with F. T. Scripps and the City of San Diego. Being Document No. 251652.

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

L E A S E

THIS AGREEMENT, made and entered into this 27th day of December, 1929, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and H. FIRKS, 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 City of San Diego, County of San Diego, State of California, to-wit:

All of Pueblo Lots 1327 and 1329; North 1/2 of Pueblo Lot 1324;
West 1/2 of Pueblo Lot 1299; West 1/2 of Pueblo Lot 1322; and 5 acres
in the Northwest 1/4 of Pueblo Lot 1315, of the Pueblo Lands of The
City of San Diego;

for a term commencing January 1st, 1930 and ending December 31st, 1930, at a rental of One Dollar (\$1.00) per acre per year for grazing land and One Dollar and Twenty-five Cents (\$1.25) per acre per year for grain land, payable in advance on the 1st day of January, 1930. It is agreed by the parties hereto that said acreage is to be determined and designated by Charles Rimbauch, in charge of the Pueblo Farm of The City of San Diego.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

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 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 grazing and growing of grain, and for no other purpose or purposes.

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.

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.

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 subscribed his name 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 S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council, Lessor
H. FIRKS, Lessee

I hereby approve the form of the within Agreement of Lease, this 20th day of December, 1929
M. W. CONKLING, City Attorney
By HARRY S. CLARK, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with H. Firks, being Document No. 252672.

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

L E A S E

THIS AGREEMENT, made and entered into this 27th day of December, 1929, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and JIM KAAS, 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 City of San Diego, State of California, to-wit:

That portion of Pueblo Lot 1311 lying southerly of the south line of the La Jolla-Miramar Road, bounded on the east by the westerly line of the Rose Canyon Road and on the west by the easterly line of the present Pueblo Farm Road, of the Pueblo Lands of The City of San Diego; for a term commencing January 1st, 1930, to and including the 31st day of December, 1939, at the following rentals;

Fifty Dollars (\$50.00) per month, payable in advance on the first day of each and every month, for the first two years of said term;

Seventy-five Dollars (\$75.00) per month, payable in advance on the first day of each and every month, for the next three (3) years of said term; and

The rental of the balance of said term to be determined by arbitration, each party to select one arbitrator and the two arbitrators so selected to select a third.

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 evidenced by ordinance duly and regularly adopted and approved.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of conducting and maintaining thereon a cottage court.

It is further agreed that all buildings shall be of substantial construction; the architecture and coloring to be attractive and harmonious. The arrangement of the buildings should be such that all domestic activities, laundering etc., be screened from public view; all buildings to be kept in good repair and well painted at all times; and the entire project shall be under the general supervision of the Manager of Operations.

It is agreed that upon the expiration of the term of this lease the Lessee may remove any and all structures erected on said premises, at his own cost and expense.

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 conditions 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.

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.

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 subscribed his name the day and year first hereinabove written,

THE CITY OF SAN DIEGO,

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council, Lessor

JIM KAAS, 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 21st day of December, 1929.

M. W. CONKLING, City Attorney

By HARRY S. CLARK, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Jim Kaas, being Document No. 252636.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Braden Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 27th day of December, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 12632 of the ordinances of The City of San Diego, authorizing the execution of this lease, and HARRY A. MILENDER, 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 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; including the buildings thereon.

for a term of three (3) years, beginning on the 1st day of January, 1930, and ending with the 31st day of December, 1932, at a monthly rental of Thirty Dollars (\$30.00) for the first year of said term, and a monthly rental of thirty-five dollars (\$35.00) for the second and third years of said term; said rental to be payable in advance on the first day of each and every month during said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of conducting thereon a restaurant, 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 said land is used for any other purpose than as herein specified, or 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.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

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 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.

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 subscribed their names 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 S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

HARRY A. MILENDER, Lessee

M. W. CONKLING, City Attorney

By HARRY S. CLARK, Assistant City Attorney.

(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 December, 1929

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Harry A. Milender, being Document No. 252634.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Hadstrom Deputy.

LEASE

THIS AGREEMENT, made and entered into this 23d day of December, 1929, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City," 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. 12538 of the ordinances of said City, authorizing the execution of this lease, and J. RUSSELL JONES, hereinafter designated as the "Lessee", WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained, and the sums of money hereinafter designated to be paid to said City by said Lessee, in manner and form as hereinafter provided, the City hereby lets and leases unto the said Lessee, that certain portion of the City's Pueblo Lands lying north of the San Diego River, particularly described as follows,

The northeast quarter of Pueblo Lot 212, and Pueblo Lots 249 and

251.

Said property is hereby leased to the Lessee for the purpose of drilling for, producing, extracting and taking oil, gas, asphaltum, mineral and other hydro-carbon substances and water from, and storing the same upon said land during the term of this lease, hereinafter specified, with the right to enter upon said land at all times for said purposes, and from time to time to construct, use, maintain, erect, repair, replace and remove thereon and therefrom all buildings, tanks, machinery, telephone and telegraph wires, and other structures, including all pipe lines which the Lessee may desire in carrying on his business and mining operations on said premises, with the rights of way for passage over, upon and across, and ingress and egress to and from said premises.

The term of this lease shall be for fifteen (15) years from the date hereof, unless otherwise surrendered or forfeited by the Lessee; provided, however, that at the expiration of said term if any well or wells on said property are still producing in paying quantities, said Lessee shall have the right at his option to continue in possession of such producing wells only; together with so much land surrounding and adjacent to the same as shall be necessary to operate thereon, not to exceed five (5) acres for each well.

The said Lessee hereby covenants and agrees that he will, within sixty (60) days from the date hereof, commence the drilling of a well on said demised premises with a complete rotary or standard rig, and thereafter prosecute the drilling thereof with reasonable diligence and in good faith, until oil, gas or other hydro-carbon substances are found in paying quantities by the Lessee, or until said well has been drilled to a depth of two thousand (2000) feet, unless formation is encountered at a lesser depth that would indicate to the geologist of the Lessee that further drilling would be unsuccessful.

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) Lessee may at any time after the commencement of drilling, and before the discovery of oil on the demised premises, quitclaim the said property to the City, its successors and assigns, and thereupon all rights and obligations of the parties hereto, one to the other, shall cease and determine.

(2) After the discovery of oil, the Lessee may at any time quitclaim any part of said land to the City, its successors and assigns. On the expiration of the fifteen (15) year period, Lessee shall have the right to operate, deepen, redrill and properly maintain all producing wells upon said property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operations, not to exceed five (5) acres for each well. Except as herein provided, full right to said land shall revert to the City free and clear of all claims of the Lessee, except that the City, its successors or assigns, shall not drill any wells upon said land within three hundred (300) feet of any producing well; provided, however, that the last limitation on the right of the City to drill shall not apply to the drilling by said City of a well to oil bearing sands at a lower depth than the then exist-

ing, producing wells of the Lessee; and provided, further, that the City when going through the oil sand at the depth of the Lessee's producing wells shall properly safeguard the Lessee's rights by proven methods of shutting out water and all other dangers usual to such drilling.

(3) In the event of the cancellation of this lease, either in whole or in part, or the termination hereof under the terms hereof, either by expiration, surrender or forfeiture, the Lessee will well, truly and peaceably surrender up the possession of all of those portions of said leased premises as to which said lease may be cancelled, surrendered or terminated, and execute and deliver to the City a good and sufficient quitclaim deed acknowledging and evidencing such termination and cancellation according to the fact. Should it become necessary to institute a suit to quiet title and clear the record title of said land occasioned by the recording of this lease, the Lessee will pay all costs of suit, including attorney's fees not to exceed one hundred fifty dollars (\$150.00). Upon any such cancellation or termination, the Lessee may, within six months thereafter, remove from said lands any and all tubing, casing, pipe, rigs, machinery and any other equipment he may have installed or placed thereon; and if not so removed within the said time, such property becomes the property of the City.

(4) When the Lessee commences the drilling of a well on the premises herein leased, as hereinabove provided, he shall thereafter continue the drilling thereof with at least one string of tools, with not more than ninety (90) days intervening between the completion of one well and the starting of the next, until the Lessee shall have drilled not less than an average of one well to every ten (10) acres in area on the premises hereby leased.

(5) In the event of the discovery of oil in any well on adjacent property, within two hundred (200) feet of the boundary line of demised premises, and the production of oil therefrom in paying quantities for a period of thirty (30) consecutive days, then within ninety (90) days thereafter a well shall be commenced by the Lessee on the demised property to offset said producing well, at any point within two hundred (200) feet from a line running at right angles to boundary line through said well; said well not to be drilled, however, more than two hundred (200) feet from the boundary line of the demised property; provided, however, that nothing in this paragraph contained shall be construed as obligating the Lessee to drill upon the premises herein authorized to be leased more than an average of one well to every ten (10) acres.

(6) Drilling and pumping operations shall be suspended on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, riots, delays in transportation, interference of State or Federal action, or other causes beyond the reasonable control of the Lessee, or as long as oil of the quality produced on said property shall be less than sixty (60) cents per barrel of forty-two (42) gallons at the well. First well to be completed, however, regardless of conditions stated in this paragraph.

(7) The Lessee shall have the free use of so much of the oil, water or gas produced upon said property as may be required in the operation of the property.

(8) Other than the oil specified in paragraph seven (7) hereof, the Lessee shall pay as a rental or royalty for the use of said land, one-eighth (1/8) of all oil, gas, asphaltum, mineral or other hydro-carbon products produced and saved therefrom from each well, said payment to be made in money; and the Lessee shall pay to the City on the 20th day of each and every month the one-eighth (1/8) part in value of all gas, oil or other products herein mentioned at the market price at the well the day the oil is run into pipe line or storage tanks.

(9) Lessee shall keep a log of each well drilled and permit the City to make copies thereof at its own expense. The Lessee shall maintain on the demised land such gauges and devices as may be necessary for measuring all oil produced and all gas saved, and shall forthwith make and keep a record of the measurement of oil secured in tanks and all oil and gas removed from the property and sold or otherwise disposed of. The City shall have the right at all reasonable times, but only in the presence of a representative of the Lessee, to test the correctness of such gauges and devices and may examine such accounts during business hours. The Lessee shall furthermore furnish to the City written monthly statements of the production sold from said premises for the preceding calendar month prior to the fifteenth day of each calendar month.

(10) Lessee shall pay as royalty one-eighth (1/8) of the net proceeds derived from the sale of gas from each well while same is being sold or used off the premises, and in the event settlement shall be made on the twentieth day of each month for gas sold during the preceding month; but nothing in this lease contained shall require Lessee to save or market gas from said lands unless there shall be a surplus above full requirements and a market at the well for same.

(11) If casing-head gasoline is manufactured on the premises, or elsewhere, by the Lessee from the gas produced from said wells, then the Lessee shall pay to the City one-eighth (1/8) of the proceeds of the sale of said gasoline, less the cost of producing and selling same.

(12) The Lessee shall agree in the event it becomes necessary to treat any of the oil produced on said premises to make it marketable, and in the event the Lessee erects a plant for that purpose, upon request, to treat the royalty oil of the City together with his own, charging therefor only the net cost of such treatment.

(13) The Lessee shall pay all taxes on his improvements and seven-eighths (7/8) of the increase of the taxes resulting from the discovery of oil or gas on the said property and of all oil stored on said land on the first Monday in March.

(14) All payments to the City shall be made by paying the same to the City Treasurer, at his office in The City of San Diego, or at any change of address of which Lessee has notice in writing from the City.

(15) A well in paying quantities is hereby defined as a well producing two hundred thousand (200,000) feet of gas or 40 barrels of oil per day for thirty (30) consecutive days. This definition shall not apply to wells to be operated on the expiration of the fifteen (15) year period, or on the abandonment of a portion of the premises, and in such cases the Lessee may operate such wells as Lessee in his discretion shall deem sufficiently productive to operate.

(16) Lessee shall carry on all operations in a careful workmanlike manner, and in accordance with the laws of the State of California. The Lessee shall keep full record of the operations and production and sales of products from said property, and such records and operations on the property shall be at all reasonable times open to the inspection of the City. Whenever requested by the City, the Lessee shall furnish to the City a copy of the log of all wells drilled on said property.

(17) The City shall have the right to the use of the surface of said land for agricultural and grazing purposes to such an extent as will not interfere with the proper operation of the Lessee for oil. The Lessee shall agree to conduct his operations so as to interfere as little as is consistent with the economic operations of oil with the use of the land for agricultural and grazing purposes, and shall agree to pay for such damage as may be done to trees or growing crops, being governed by the value thereof. If any of the fences existing on said land are cut by the Lessee for his purpose, the Lessee shall establish a

good and substantial gate at such points. Whenever requested by the City in writing, the Lessee shall fence all sump-holes and other openings to safeguard cattle which may be grazing on said land.

(18) No well shall be drilled within two hundred (200) feet of any building on said property at the date of this lease, without written consent of the City.

(19) The City may have the use of any water developed on said property so long as the same is not required by the Lessee. The transportation of such water shall be taken at a point to be indicated by the Lessee and carried to the point of use at the cost and at the sole risk of the City.

(20) Lessee shall bury all pipe lines constructed or maintained by him at least twelve (12) inches below the surface of the ground when so requested by the City in writing at the time of laying said pipe, and shall restore said ground to its original condition, or as near as possible.

(21) The Lessee shall have, at any time, the right to remove any houses, tanks, pipe lines, structures, casing or other equipment, appurtenances or appliances of any kind brought by him upon said land, whether affixed to the soil or not; provided, that in the case of an abandonment of any well, if the City shall desire to retain the same as a water well, it may notify the Lessee to that effect, and thereupon the Lessee shall leave such casing in the well as the City shall require, and the City shall pay to the Lessee fifty per cent. (50%) of the first cost of such casing.

(22) In the event of any dispute as to any of the terms of this lease, or the performance of any of the conditions herein by the Lessee, the same shall be submitted to arbitration. One Arbitrator shall be appointed by each of the parties to said lease, and a third arbitrator by the two so appointed. Any decision by a majority of such arbitrators shall be binding upon both parties.

(23) The interest of the Lessee under this lease shall be subject to forfeiture only upon the conditions and in the manner following, to-wit:

In case the Lessee shall be in default in the performance of any covenant or agreement by him to be done or performed hereunder, and such default shall be of a kind curable with reasonable diligence within thirty (30) days, and shall continue uncured for a period of exceeding thirty (30) days after he has had written notice of said default and the character thereof, or if the Lessee shall not have begun in good faith to remedy any such default, within said period of thirty (30) days after such notice, then and in such case, this lease shall become void at the option of the City, and the Lessee shall thereupon vacate said premises, surrendering the same to the City, and shall execute and deliver to the City a proper quitclaim deed releasing all his rights, title and interest in said demised land, saving only the right to remove his property therefrom as hereinabove provided. But in the event of any such forfeiture, the Lessee shall have the right, subject to the terms of this lease, as to royalty and other matters, to retain any well or wells theretofore completed, or on which work is being done in good faith at the time of such forfeiture, so long as any such well or wells shall continue to produce oil or gas in quantities sufficient to pay to pump or otherwise produce or save, together with a sufficient parcel of land around each well, not to exceed five (5) acres, with rights of access to and from for maintenance and operation of the same.

(24) Any notice from the City to the Lessee may be given by sending the same by registered mail addressed to the Lessee, or his successors or assigns, at 3453 E lliott Street, Loma Portal, San Diego, California. The Lessee may at any time by a written notice to the City change the place of giving notice, and after such written notice to the City by registered mail, the City shall send all notices intended for the Lessee, or his successors or assigns, to the address which may be so indicated.

(25) Any notice from the Lessee to the City may be given by sending the same by registered mail addressed to The City of San Diego, at the City Hall, San Diego, California.

(26) All work done on the land by the Lessee shall be at the Lessee's sole cost and expense, and the Lessee agrees to protect the land of the City from all claims of contractors, laborers or materialmen, and the City may post and keep posted on said land such notices as it may desire in order to protect said land from liens.

(27) On the expiration of this lease, or the sooner termination thereof, Lessee shall quietly and peaceably surrender possession of the premises to the City, and so far as possible cover all sump-holes and excavations made by him and restore the land as nearly as practicable to the condition in which it was received.

(28) The definition of the phrases "commence the drilling of a test well", or "commence the drilling of a well", as used in this lease shall be understood and agreed to as follows: To purchase materials and equipment, to begin the erection of a derrick, to order other materials and equipment, to thereafter prosecute with diligence the erection of a drilling rig to completion, or to move a complete drilling rig on the property and thereafter prosecute the drilling of a well, with diligence, until completed under the terms of this lease.

(29) This lease shall run to and be binding upon the successors and assigns of the parties hereto, and in the event of an assignment thereof by the Lessee, all obligations on his part shall cease and determine, and be assumed by his assignee or assignees; provided, however, that this lease shall not be assigned without the consent in writing of the Common Council of The City of San Diego.

(30) It is mutually agreed between the parties hereto that the Lessee will upon the execution of this lease place in escros with the Union Trust Company of San Diego a quitclaim deed to the properties herein described, and containing release and surrender of all his rights under this lease, said quitclaim deed to be delivered to the City if the Lessee fails to commence drilling operations within sixty (60) days after the execution of this lease, as provided in the fifty paragraph of this lease, or whenever it is determined that said Lessee has failed to discover gas, oil, or other substances as provided for herein, or in the event of a breach or failure on Lessee's part to perform any of the terms or conditions herein contained.

The said Lessee will on the execution of this lease deposit with The City of San Diego a surety bond in the sum of one thousand dollars (\$1000.00), to be approved by the City Attorney and the Common Council of The City of San Diego, as a guarantee for the payment of rental for the first twelve (12) months of this lease; which rental is hereby fixed at one thousand dollars (\$1000.00); provided, however, that on the performance of the conditions, stipulations and terms of this lease, or on the discovery of oil, gas, petroleum or other hydro-carbon substances or mineral in paying quantities, no rental shall be charged, and said surety bond shall be forthwith cancelled and terminated; provided, however, that should Lessee default in any of the terms of this lease, the City shall retain said amount due as rental, as above provided.

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, this 23d day of December, 1929.

(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
 IRA S. IREY
 Members of the Common Council of The
 City of San Diego, California.
 J. RUSSELL JONES, Lessee

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

On this 17th day of December, A. D. 1929, before me, W. E. Stevens, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Russell Jones, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the 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)

I hereby approve the draft of the foregoing Lease this 18 day of Dec., 1929.

M. W. CONKLING, City Attorney
 By C. L. BYERS, Assistant City
 Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with J. Russell Jones, being Document No. 252602.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

RELEASE

We, William Mazamanos, James Mazamanos, and Gus Mazamanos, collectively and individually, for and in consideration of the sum of One Thousand Dollars (\$1,000.00) paid by The City of San Diego, receipt of which we hereby acknowledge, hereby by these presents and for the consideration above stated, DO RELEASE AND DISCHARGE The City of San Diego and its agents from all and any liability, and accept the above sum of money in full payment of all claims of whatever nature arising from any injury or damage to us or to our properties by reason of any break or leaks in the Oat-San Diego Pipe Line; and we, collectively and individually, forever discharge The City of San Diego from any and all liability occasioned by injury to our lands during the past three years arising by reason of defects in the Otay-San Diego Pipe Line.

Dated this 2nd day of December, 1929.

Witnesses:
 H. D. WATTS
 F. M. STANLEY

JAMES MAZAMANOS
 WILLIAM MAZAMANOS
 GUS MAZAMANOS

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release, from William Mazamanos et al, being Document No. 251556.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

LEASE

THIS AGREEMENT, made and entered into this 9th day of December, 1929, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and OLIVER SEXSON, 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 City of San Diego, County of San Diego, State of California, to-wit:

All that portion of Pueblo Lot 1293 lying north of the Santa Fe Railroad, and all of Pueblo Lots 1294 and 1295, of the Pueblo Lands of The City of San Diego;

for a term commencing November 14, 1929, and ending with the 13th day of November, 1932, at a rental of Two Hundred Fifty Dollars (\$250.00) per year, payable in advance on the 14th day of November, of each year during said term.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

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 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 grazing purposes, and for no other purpose or purposes.

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 covent, 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.

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.

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 subscribed his name 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 S. P. McMULLEN
 L. C. MAIRE
 E. H. DOWELL
 IRAY S. IREY

Members of the Common Council, Lessor
 OLIVER SEXSON, Lessee

I HEREBY APPROVE the form of the within Agreement of Lease, this 14 day of Nov., 1929.

M. W. CONKLING, City Attorney
 By C. L. BYERS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Oliver Sexson, being Document No. 251595.

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

NOTICE

Notice is hereby given that sealed proposals will be received at the office of the Purchasing Department of the City of San Diego, California, No. 205 Pacific Bldg., of said City, until 11:00 o'clock A.M. of the 3rd day of Dec., 1929, for:

Furnishing all labor, materials and equipment for the extension of the Thorn Street Storm Drain.

The plans and specifications give detailed location and information of the work to be done.

The work shall be done in strict accordance with the plans and specifications therefor which are on file in the office of the City Clerk, and bearing Document Number 250369.

All proposals shall be made upon printed forms which will be furnished gratuitously by the Superintendent of the Purchasing Department of said City, and must be accompanied by the affidavit appearing upon said form, and no bid will be considered that does not contain such affidavit. Each bidder is directed to endorse on the envelope containing his bid, his name and the character of the work or material upon which the bid enclosed is submitted.

Each bidder must accompany his bid with a check upon some responsible bank, properly certified, payable to the City Clerk of the City of San Diego, for a sum equal to five percent of the aggregate sum of the bid, which check and the moneys represented thereby shall be held by the City as a guarantee that the bidder, if awarded the contract, will in good faith enter into such contract and give the security required for the faithful performance thereof. Such check and the moneys represented thereby otherwise will be forfeited to the City. No bid will be received that is not accompanied by such certified check.

The successful bidder will also be required to furnish the City with a labor and materialmen's bond in an amount of not less than fifty per cent (50%) of the amount of the contract, conditioned upon the payment by said contractor of all materials or supplies furnished in the performance of the work contracted to be done by the terms of the contract, and for any work or labor done thereon of any kind.

Plans and specifications, can be obtained at this office, upon depositing Fifteen (\$15.00) Dollars, Ten (\$10.00) of which will be returned upon the return of said plans and specifications.*

The right is reserved to reject any or all bids (Authorized By Resolution 52094

For further particulars address the Superintendent of the Purchasing Department of the City of San Diego.

Dated this 15th day of November, 1929.

A. V. GOEDEL By G.E.
 Superintendent of the Purchasing Department of the
 City of San Diego.

*NOTICE TO BIDDERS

It has been called to the attention of this Department that various contractors, who object to a deposit of \$15.00 when only \$10.00 can be refunded, are under the impression that the \$5.00 accrues to the Purchasing Department.

THE PURCHASING DEPARTMENT DOES NOT BENEFIT FINANCIALLY THROUGH THIS TRANSACTION.

The amount of deposit is specified by the Department which prepares the plans and specifications. This Department has no alternative but to comply with the request of the Harbor Department and any valid objections to this procedure should be taken to the Harbor Commission. Respectfully yours,

A. V. Goedel, Purchasing Agt.,
 City of San Diego, Calif.

INSTRUCTIONS TO BIDDERS

1. The work herein contemplated includes the six hundred and eighty foot extension of the Thorn Street Storm Drain complete. Bidders shall understand that the above quantity is approximate only, and the right is reserved to increase or diminish the quantity of work to be done under this contract and that the contractor will be paid for work actually performed at the unit price bid regardless of the above approximation.

2. When a proposal is made by a co-partnership, the co-partnership name, as well as the names of the individual members of the co-partnership shall be signed in full.

3. Anyone signing a proposal as the agent of another or others, or as an officer of a corporation, shall file with the it legal evidence of his authority so to do.

4. The place of residence of each bidder shall be given in full after his signature.

5. No alterations by erasures or interlineations will be allowed and permission will not in any case be given for the withdrawal, modification or explanation of any bid.

6. All prices shall be stated both in words and figures.

7. The Common Council of the City of San Diego reserves the right to reject any or all bids if deemed for the best interests of the City.

8. Each bidder shall satisfy the Common Council of the City of San Diego of his ability to furnish the materials and equipment and to perform the work contemplated. The character of the equipment to be used, the adequacy of the security offered and the previous experience and responsibility of the bidder will be considered in awarding the contract.

9. Reasonable grounds for supposing that any bidder is interested in more than one proposal will cause the rejection of all proposals in which he is supposed to be interested. Reasonable grounds for supposing that any bidder has sought by collusion to secure to himself any advantage over other bidders will cause the rejection of his proposal.

10. Bidders shall visit the site in order to inform themselves regarding the actual conditions. Failure to do so shall not entitle any contractor to any allowance due to ignorance of the conditions.

11. These instructions shall be construed with and made a part of the contract.

12. Each proposal shall be made and received with the express understanding that the Bidder accept the terms and conditions contained in the plans and specifications and form of contract and bond bound herewith.

13. Bidders are invited to be present at the opening of the proposals.

P R O P O S A L

City of San Diego,
Dec. 3rd, 1929.

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

Gentlemen:

The undersigned, after having examined the attached specifications and form of contract and bond, and the plans on file in the office of the City Clerk, proposes to perform the following work and maintain the same until the final acceptance of the work by the Engineer, the Harbor Commission and the Port Director of the City of San Diego, in accordance with the attached specifications, form of contract and bond and the above mentioned plans, for the following prices:

For furnishing all labor, materials and equipment and constructing approximately 680 lineal feet of reinforced concrete pipe storm drain for the sum of Eleven Dollars and Thirty Five Cents (\$11.35) Dollars per lineal foot.

It is hereby agreed that the Common Council of the City of San Diego has the right to reject the above proposal and if such proposal is rejected then the enclosed check for Four Hundred Dollars, which is made payable to the City of San Diego, shall be returned to the undersigned within fifteen (15) days from the date hereof. If the proposal is accepted and the work is awarded, and the undersigned shall fail to enter into a contract of the form and terms hereto attached, within ten (10) days after the award has been made, then the said check shall be cashed and the amount thereof paid into the treasury of the City of San Diego as liquidated damages, for the failure of the undersigned to comply with the terms of this proposal.

The undersigned further proposes and agrees to commence the work under the contract for the above mentioned concrete pipe storm drain within 30 calendar days, and to complete said work within 60 calendar days after signing the contract.

Presented herewith is a check for the sum of Four Hundred 400.00 Dollars, duly certified by the University Branch Bank of Italy Bank, payable to the order of the City Clerk of the City of San Diego.

DAWSON AND JOHNSTON
ROBERT T. DAWSON
J. B. JOHNSTON

STATE OF CALIFORNIA) ss.
CITY AND COUNTY OF SAN DIEGO)

Robert T. Dawson, being duly sworn, says that he is bidder under the notice of the Purchasing Agent of the City of San Diego hereto attached, inviting sealed proposals for the work to be done under Contract in the construction of a storm drain; that the bid or bids herewith presented are genuine, and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that Robert T. Dawson has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person or firm or corporation to refrain from bidding, and that the said bidder has not in any manner sought by collusion to secure an advantage over other bidders.

(SIGNED) Robert T. Dawson

SUBSCRIBED AND SWORN TO before me this 3d day of December, 1929.

LELA I. STILLMAN

(SEAL)

My Commission Expires
April 17, 1932

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

SPECIFICATIONS

ARTICLE I

WORK TO BE DONE

1 - The work to be done under these specifications consists in furnishing all necessary labor, tools, machinery and equipment and constructing an extension of the Thorn Street Storm Drain.

2 - The work herein contemplated shall be built in strict accordance with these specifications and with the official plans and profile on file in the office of the City Clerk of the City of San Diego, as hereinafter described.

ARTICLE II

1 - Plans and Profile: The plans and profile for the work to be done under these specifications consists of one sheet showing general and detailed plans and profile for the construction of an extension of the Thorn Street Storm Drain on the waterfront in the City of San Diego, California.

The above-mentioned plans and profile are attached hereto and are hereby made a part of these specifications. For work requiring further explanation than that contained in these specifications and drawings referred to, additional detail drawings will be furnished and these are to be accurately followed, and any work constructed without such drawings or not in accordance with them will be rejected and if fixed must be displaced, remade and replaced and all work disarranged by such alterations made good at the Contractor's expense.

2 - Plane of Reference: All depths and elevations in these specifications and in the aforementioned plan and profile are referred to U. S. Coast & Geodetic datum.

3 - Surveys and Levels: Sufficient lines and levels will be furnished by the Engineer from which the Contractor shall lay out his work. The contractor will be held responsible for the correctness of any other lines and levels, and shall satisfy himself as to the accuracy of lines and levels furnished by the Engineer representing the Harbor Department.

4 - Nature of Ground: Bidders shall form their own judgment of the nature of the ground on which the work shall take place. No allowance will be made for the failure of a bidder or of the Contractor to estimate correctly the difficulties attending the execution of the work.

5 - Inspection: The work will be conducted under the general direction of the Port Director and his Engineer who will enforce a strict compliance with the requirements of the plans, profiles and specifications. They will measure quantities of work performed, assist the Contractor in maintaining correct lines, ranges and levels, and see that the specifications are complied with; but the presence of the Port Director or his Engineer shall not relieve the Contractor of any responsibility for the proper execution of the work. The Contractor shall furnish such ranges and stakes as may be required. The cost of meeting these requirements shall be included in the price bid.

6 - Definition of terms: Whenever the term "Engineer" is used in the specifications it is understood to refer to the Engineer in charge of the work, he being the representative of the Port Director. Whenever the term "Contractor" is used it is understood to refer to the second party to the contract.

ARTICLE III MATERIALS

Materials entering into this construction, consist of Portland Cement, fine aggregate, coarse aggregate, reinforcing steel and cast iron.

1 - Portland Cement: All cement used shall be Portland Cement and must conform to the following requirements and be subject to the following tests, which will be open to the Contractor. Samples for tests may be taken from every package delivered or proposed to be used upon the work, and unless they meet the requirements herein specified, such package or packages, or permitted to be used, unless delivered in the original unopened packages with the manufacturer's name and the brand of cement thereon. All samples of Portland Cement required by the Engineer or his authorized agent shall be given him free of charge and he shall have authority at any time to take such samples as he or his agent may desire. All tests made will be made in the cement testing room provided by the City of San Diego for that purpose. Briquettes for testing tensile strength of cement will be made both of neat cement and of cement and sand in the proportions hereinafter specified.

The specific gravity of cement shall be not less than 3.10. Should the test of the cement as received fall below this requirement, a second test may be made upon a sample ignited at a low red heat. The loss in weight of the ignited cement shall not exceed four (4) percent.

(a) FINENESS. The cement must be evenly ground and when tested with the following standard screens must pass at least the following percentages by weight:

100 mesh - - - - - 92%
200 mesh - - - - - 75%

(b) TENSILE STRENGTH. Briquettes of neat cement one (1) inch square in section shall attain a minimum tensile strength as follows:

At 24 hours in moist air, 175 pounds.

At 7 days (1 day in moist air and 6 days in water), 500 pounds.

At 28 days (1 day in moist air and 27 days in water), 600 pounds.

Briquettes one (1) inch square in section made of one (1) part Portland Cement and three (3) parts of Standard testing sand, shall attain a minimum tensile strength as follows:

At 7 days (1 day in moist air and 6 days in water), 175 pounds.

At 28 days (1 day in moist air and 27 days in water), 250 pounds.

Neat cement testing below 600 pounds at 28 days and showing a retrogression below the seven-day test, will be rejected.

The sand test must in all cases show an increase in strength at 28 days over the seven-day tests.

(c) SOUNDNESS. Pats of neat cement about three inches in diameter, one-half inch in thickness at the center and tapering to a thin edge, shall be kept in moist air for a period of twenty four (24) hours. A pat will then be kept in air of normal temperature for at least twenty eight (28) days. Another pat will be exposed in an atmosphere of steam, above boiling water, in a loosely closed vessel for five (5) hours. These pats to satisfactorily pass the requirements must remain firm and hard and show no signs of distortion, checking, cracking, blotching or disintegration.

Neat cement shall develop initial set in not less than thirty (30) minutes, but must not develop hard set in less than one (1) hour nor more than ten (10) hours. No cement will be permitted to be used in the work until after the seventh day test as above prescribed.

2 - Aggregate: (a) SAND. All sand shall be fresh sand, clean, hard and sharp, free from both oil and organic matter and shall contain not more than three (3) per cent, by weight, of mica and five (5) per cent, by weight, of clay and silt. An analysis curve of the sand must lie between the maximum and minimum limits shown on Drawing 458-B on file in the office of the City Engineer of San Diego.

Briquettes one (1) square inch in cross-section, composed of one (1) part of Portland cement and three (3) parts of concrete sand, shall develop a minimum tensile strength equal to seventy (70) per cent of the strength developed by like briquettes composed of the same cement and standard testing sand, and having the same proportions, age and consistency.

(b) BROKEN STONE. Broken stone shall be rock, free from loam, clay and organic matter and shall have a specific gravity of not less than two and sixty-five hundredths (2.65). It shall be uniform in quality, shall contain not more than five (5) percent, by weight, of pieces having rounded surfaces and in size shall range uniformly between the limits fixed in the specifications for the particular kind of construction.

The maximum length of broken stone passing a screen or ring shall be not greater than fifty (50) per cent in excess of the dimension specified.

Abrasion Test. Broken stone shall show a co-efficient of wear not less than ten (10) after being tested in the Deval Abrasion machine in the following manner:

At least thirty (30) pounds of coarsely broken stone, free from any fragments showing rounded or water-worn surfaces, shall be available for the tests. The rock to be tested shall be broken into pieces as nearly uniform in size as possible and a test sample shall consist of not less than forty-nine (49) nor more than fifty-one (51) pieces. The total weight of broken stone to be placed in each cylinder shall be five (5) kilograms.

All test pieces shall be washed and thoroughly dried before weighing. Ten Thousand (10,000) revolutions, at the rate of between thirty (30) and thirty-three (33) to the minute, shall constitute a test. Only the percentage of the material worn off, which will pass through a 1/16 inch screen, shall be considered in determining the amount of wear.

The wear shall be expressed by a coefficient known as the coefficient of wear, which coefficient shall be obtained by the formula "C" equals four hundred (400) divided by "W", where "C" is the coefficient and "W" the weight in grams of the detritus under one-sixteenth (1/16) inch in size per kilogram of rock used.

The broken stone used in the tests shall be furnished by the Contractor, and shall be delivered by him at the testing machine when required by the Engineer.

Broken stone for the various uses specified herein shall meet the following additional requirements:

For plain Concrete. All broken stone for plain concrete work shall pass a 2-inch screen and not more than five (5) percent, by weight, shall pass a 1/4-inch screen. Not less than thirty-five (35) percent nor more than fifty (50) percent, by weight, shall pass a 3/4-inch screen.

For Reinforced Concrete. All broken stone for re-inforced concrete work shall pass a 3/4-inch screen and be retained on a 1/4-inch screen.

3 - Steel for Concrete Reinforcement: Steel for concrete reinforcement shall be standard bars manufactured from billet stock for the purpose, free from excessive rust, mill scale, oil and paint and shall have an ultimate tensile strength of not less than sixty-four thousand (64,000) pounds per square inch, and an elastic limit of not less than one-half (1/2) of the ultimate tensile strength.

(a) BEND TEST REQUIREMENTS. Steel bars shall stand a cold bend of 180 degrees around a pin twice the thickness of diameter of the bar without cracking. All bars shall be bent to the dimensions and shape shown on the plans.

(b) PLACING OF STEEL. Steel reinforcement shall be accurately placed in the position shown on the plans and shall be securely held by wire or other approved device during the depositing and tamping of the concrete. Steel reinforcement shall be spliced by lapping a length equal to forty (40) diameters of the bar and securely binding with wire.

(c) All reinforcement for concrete shall be steel bars and conform to the above specifications.

4 - Cast Iron: All iron castings shall be made from iron of good quality, remelted in the cupola or air furnace without admixture of cinder iron or other inferior metal. Iron castings shall be tough and of even grain, free from scales, cracks, holes, swells, lumps and cold shuts, and must conform to the dimensions shown on the plans.

The quality shall be of such that a blow from a hammer will produce an indentation on a rectangular edge of the casting without flaking the metal.

Before leaving the foundry all castings shall be thoroughly cleaned and subjected to a hammer inspection, after which they shall be dipped twice in coal tar pitch varnish previously heated to a temperature between two hundred ninety (290) degrees and three hundred ten (310) degrees Fahrenheit. The varnish shall be made from coal tar, with sufficient oil added to make a smooth, firm, tenacious coating without any tendency to scale off. The oil used in the preparation of this varnish shall be a heavy oil obtained in the distillation of coal tar.

ARTICLE IV REINFORCED CONCRETE PIPE

1 - All pipes shall have male and female ends, tapered and shaped in such manner that when laid, the thickness of the shell of the pipe through the joint is uniform and equal to its thickness between joints.

2 - Quality: All concrete pipe shall be of first quality, dense, tough and free from cracks or other imperfections which would be cause for rejection. All pipe must give a metallic ring when struck with a hammer and its interior surface must be smooth.

3 - Pipe when broken, shall appear homogeneous and generally uniform and shall show pieces of fractured rock firmly imbedded in the mortar.

4 - All pipe shall be made conforming to specifications for "Cement Concrete", hereinafter given.

5 - Forms: Forms shall consist of cast iron top and bottom rings and steel plates rolled to true circles to form the inner and outer forms. These forms shall be rigid and held concentric so they cannot be displaced while the concrete is being placed in them. Joints between plates shall be tight to prevent leakage and the plates shall be locked together in such a manner that the joints will be smooth without offset.

6 - Reinforcement: The circular reinforcement shall overlap where joined, not less than 30 times its diameter, and shall not be less than 3/4 inches from the inner or outer surface of the pipe at any point. It shall be held rigidly in position so that it will be uniform in all sections. The circular or transverse reinforcement shall consist of one layer placed elliptically in the shell of the pipe. The pipe shall be plainly marked with a waterproof material to indicate the minor axis of the reinforcement. The cross-sectional area of the elliptical reinforcement shall be .45% of the shell area of the pipe in longitudinal section.

7 - Reinforcing Steel shall conform to specifications hereinbefore given.

8 - The reinforcement may consist of either round or square steel bars rolled to the proper circle and held correctly spaced by longitudinal space bars, or it may be steel wire mesh of equal cross-sectional area.

9 - Permissible variations: Variation shall be permitted from specified shell thickness by a minimum of 1/4" and maximum of 6%, and from specified diameter by minimum of 1/2" and maximum of 1.5%.

10 - Curing: Forms shall not be removed from the pipe within twelve hours after it is cast. After the removal of the forms, the pipe shall be kept covered with burlap for three days and kept moist by frequent sprinkling until the pipe is 7 days old. All pipe shall be marked with the date of manufacture and shall not be laid in the trench until 14 days old.

11 - Excavation: The alignment and grade shall be as shown on the plans and profiles. The subgrade shall be the exterior bottom of the conduit.

Material taken from the trench shall be deposited neatly along the sides in a manner not to obstruct the street more than is necessary and a clear space of two feet shall be left on the side on which the Engineer's stakes are placed. Free access to fire hydrants and water gates must be maintained at all times.

In case any soft or spongy earth is encountered extending two feet or less below the subgrade, same shall be removed by the Contractor and replaced with sound material which shall be tamped until solid.

In case any blasting is done, the blasts shall be covered and all necessary precautions taken for the protection of the work, persons and property.

The Contractor will be required to protect existing water mains, sewers and culverts that are encountered in the excavation of the trench and will be held responsible during the progress of the work for any damage to such structures.

12 - Laying: The bottom of the trench shall be prepared to an even grade and when completed shall be firm and unyielding. Sections of pipe shall be laid on a true grade with the spigot end toward the outlet, and with the minor axis of the elliptical reinforcement in a vertical position. Sections shall be tightly fitted together and the joints cleaned and wet before completely filling with mortar made with 1 volume of cement and 2 volumes of sand. All joints shall be watertight.

13 - Measurements: All distances and elevations shown on the plans, profiles and other drawings are in feet, elevations being given above (plus) or below (minus) the datum plane of the U. S. Coast & Geodetic Survey.

14 - Backfilling: After a section of the conduit has been constructed and in the opinion of the Engineer the concrete has sufficiently set, it shall be firmly bedded by back filling, well tamped up to the level of the adjacent existing ground.

ARTICLE V. CEMENT CONCRETE

1 - Materials: (a) Cement, sand and broken stone shall conform to specifications for same as hereinbefore given.

(b) Water for mixing concrete shall be clean and free from oil, acid, alkali and vegetable matter.

(c) Measuring Materials: All proportions of materials shall be obtained by meas-

urement. Sand and broken stone shall be measured in wheelbarrows which have a capacity necessary to accurately maintain the proportions specified below. A sack of cement in the original package weighing not less than ninety-four (94) pounds shall be considered to have a volume of one (1) cubic foot.

2 - Proportions: (a) All concrete in this structure shall be composed of one (1) part of cement, two (2) parts of sand, and four (4) parts of broken stone.

(b) If there is a deficiency of mortar in the concrete, it shall be remedied by reducing the amount of broken stone or gravel and not by increasing the amount of sand.

3 - Mixing: Mixing shall be done in batch mixers of a type approved by the Engineer, and mixing shall continue after all the materials, including water, are in the drum, and before any portion is discharged for at least one (1) minute at a minimum speed of twelve (12) revolutions per minute. It shall be understood that not more than forty (40) batches shall be mixed in one mixer during the period of one hour. The capacity of the drum shall be such that only whole bags of cement are used in each batch and the volume of the mixed material in each batch shall not exceed the mixer manufacturer's rated capacity of the drum. The drum shall be completely emptied before receiving the materials for successive batches. Only sufficient water shall be used in the concrete to obtain a workable mix and the water used shall not exceed six and one-quarter (6-1/4) gallons to each sack of cement when the aggregates are dry. The mixer shall be provided with a measuring device by which the amount of water used in each batch of concrete can be accurately measured and which will positively prevent the use of more water than that determined as the proper amount. The Engineer, or his inspector, will make tests of the material on the ground to determine the quantity of water to be used, and all concrete shall be mixed in the presence of the inspector.

4 - Remixing: No concrete shall be used that shows evidence of having set, or that has become unfit for good work from standing too long, or from any other cause, and no re-tempering or remixing of concrete will be allowed.

5 - Forms: All forms shall be smooth, tight, true to the required lines and elevations, and securely braced and tied to prevent their movement or deflection during the placing and ramming of the concrete. Forms shall be thoroughly cleaned of all mortar, dirt and shavings, and shall be thoroughly wet immediately prior to the placing of the concrete. The time for the removal of forms shall be determined by the Engineer. During the setting of the concrete and before the removal of the forms, no extraneous loads shall be placed upon the concrete. In removing forms, care must be taken neither to deface the structure nor to disturb the remaining supports.

6 - Placing Concrete. After being mixed, concrete shall be handled rapidly, in as small batches as practicable, from the place of mixing to the place of final deposit, and shall be deposited and manipulated in a manner that will insure the most thorough compacting and prevent voids or pockets. Care shall be taken to insure the complete coating of all parts of the reinforcement with mortar. The concrete shall be spaded in a manner such that its finer parts will be in contact with the faces of the forms, thereby leaving the surface of the structure smooth and free from pockets. No concrete shall be deposited from a height, but must be lowered into position. When joining new concrete with concrete already set, the surface of the old concrete shall be cleaned, roughened, thoroughly wet and then covered with thin, neat cement mortar. The surface of concrete which is allowed to set shall be left rough so as to insure a good bond. All concrete shall be kept thoroughly wet for a period of seven (7) days after being placed. In all places where water is encountered in placing concrete foundations or other parts of any structure, the contractor must provide suitable means to keep the work free from water for a period of twelve (12) hours after the concrete has been placed.

CONTRACT

THIS AGREEMENT, made and entered into this 12th day of December, 1929, between the City of San Diego, a municipal corporation organized and existing under the laws of the State of California, the party of the first part, and Dawson & Johnston hereinafter called the Contractor, the party of the second part.

WITNESSETH:

WHEREAS, the Purchasing Agent of the City of San Diego did heretofore and for the time and in the manner required by law, publish the Notice to the Contractors which is bound herewith, and

WHEREAS, at a meeting of the Common Council of the City of San Diego, held on ____, 1929, at the hour of ____ o'clock ____, all bids received pursuant to such notice, including the bid of said ____, which is bound herewith, were opened in the presence of such bidders as were present, and

WHEREAS, at a meeting of said Common Council held on ____, at the hour of ____, a contract was awarded to said ____ for the construction of the extension of the Thorn Street Storm Drain in accordance with said bid and with the plans, profiles and specifications which are bound herewith or specifically referred to herein,

NOW, THEREFORE, in consideration of the premises, covenants and agreements and of the payments herein specified to be made and performed by the City, said Contractor hereby covenants and agrees as follows:

CONTRACT

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for the construction, installation and completion of the extension of the Thorn Street Storm Drain, as required by and in accordance with the plans, profiles and specifications therefor and to accept as full compensation therefor the sum of Eleven Dollars & Thirty Five Cents per lineal foot of said storm drain.

1. The Notice to Contractors, Instructions to Bidders, Proposal, Specifications and Plans are understood to be a part of this contract.

2. Whenever the words "City", "Engineer" or "Contractor" are used in this agreement, they shall be mutually understood to refer to the City of San Diego, the Engineer representing the Harbor Department, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.

3. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the specifications, or should further explanations or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.

4. The Contractor for said storm drain extension shall commence work within 30 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within 60 calendar days after the signing of this agreement by the City of San Diego.

5. It is further stipulated and agreed that time is the essence of this contract and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of

Twenty Dollars (\$20.00) per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by the City of San Diego, and that said Contractor will pay to the said City, as liquidated damages, the sum of Twenty Dollars (\$20.00) for each and every day's delay in the completion of the work beyond the time allowed herein, and said Contractor agrees to pay said liquidated damages as herein provided and agrees that in case the same are not paid said City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this contract.

6. Said contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council shall have the absolute right, without notice and at its election, to at once terminate and cancel this contract for any delay in prosecuting the work as agreed or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this contract shall not be any excuse or defense whatsoever, to the right of the City of San Diego to terminate the contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract or after advertisement, as the City of San Diego acting by a majority of the members of its Common Council may determine and this right is hereby given to said City of San Diego.

7. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which he has no control, he shall have no claim for damages therefor, but he may be given such extension of the time specified herein for the prosecution and completion of the work as the City of San Diego, acting thru the Engineer in charge decides is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.

8. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by the City of San Diego nor to injure their work, and shall promptly make good at his own expense any injury to such work, workmen or contractors by his act or omission. Any differences or conflicts which may arise between the Contractor and other contractors or the workmen of the City in regard to their respective work shall be adjusted and determined by the Engineer.

9. The Contractor shall constantly give his personal attention to the faithful prosecution of the work, he shall keep the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the whole or any part thereof without the consent or authorization of the Common Council of the City of San Diego. With his request to the Common Council of the City of San Diego for permission to sublet or assign the whole or any part of the herein required work, he shall file a copy of the contract which he proposes to enter into for subletting or assigning the whole or any part of the herein required work, and shall state the name and place of business of such sub-contractor as he intends employing, together with such other information as will enable the Common Council of the City of San Diego to determine the responsibility and standing of said sub-contractor.

No subcontract will be considered unless the original contract between the contractor and the City of San Diego is made a part thereof, nor unless it appears to the Common Council of the City of San Diego that the proposed sub-contractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete said work in accordance with these specifications, and to the satisfaction of the Common Council of the City of San Diego.

No subcontract shall relieve the Contractor of any of his liabilities or obligations under this contract. He shall not, either legally or equitably, assign any of the moneys payable under this contract or his claim thereto unless with the like consent of the Common Council of the City of San Diego.

10. The Contractor shall maintain an office equipped with telephone instruments connected with local and long distance telephone, in the City of San Diego, during the continuance of his contract and shall have in said office at all times between 8:30 A.M. and 5 P.M. (Sundays and legal holidays excepted) a representative authorized to receive drawings, notices, letters or other communications, and such drawings, notices, letter or other communications, given to or received by such representative shall be deemed to have given to and received by the Contractor.

11. The delivering at or mailing to the Contractor's office in the City of San Diego (written notice of which address shall be given to the Common Council of the City of San Diego within ten days of the date of the contract), or the delivering to the Contractor in person or to his authorized representative in said City of San Diego of any drawing, notice, letter or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

12. The Contractor shall be required to have and keep in full force and effect at all times while doing any of the work herein provided, ample and sufficient insurance to meet all obligations of said Contractor that may or could arise under and pursuant to the terms of that certain act entitled "The Workmen's Compensation, Insurance and Safety Act", and shall at all times, on demand of said Common Council exhibit to said Common Council such insurance policies as he, said Contractor, may hold in the fulfillment of this requirement, and in the event that there shall be a disagreement between the Contractor and said Common Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Common Council in that behalf and shall provide sufficient insurance to meet such determination of said Common Council.

13. Should the Engineer in connection with the work herein specified, require any work to be done or material to be furnished, which is not now contemplated or provided for in this contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, it may call upon and order the Contractor to perform such additional work or to reduce the amount of the work and the same shall not in any way affect the validity or make void this contract. The amount of such added or omitted work or materials shall be agreed upon in writing and shall be paid for at the agreed price or at actual necessary cost as determined by the Engineer, plus fifteen (15) per cent profit, superintendence and general expenses. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for the use of tools, appliances or machinery, office expenses, general superintendence or other general expenses. The amount of such added or omitted work or material shall be added to or deducted from the amount of the contract as the case may be, and this contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extend thereof; provided, however, that should any such alterations or deviations in, additions to or omissions from said contract, drawings and specifications be made, then the Contractor shall be entitled to such an extension of time for the completion of this contract as may be necessary in the opinion of the Engineer, to complete the work required by such alterations or deviations, or any other work affected by said alterations and deviations in, or omissions from said contract, drawings or specifications. Such work shall be classed as "added" or

"reduced" work, and must be authorized by the Engineer in the form of a "Change Order", and accepted by the Contractor in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

14. Partial estimates, based on contract prices, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate; and, if the estimate is approved, eighty-five (85) percent thereof shall be paid to the Contractor and fifteen (15) percent shall be retained by the City until thirty-five (35) days after the whole work contracted for shall have been completed and accepted. Within thirty-five (35) days after the completion of the whole work, the Engineer shall take a final estimate of the entire work done, and upon its approval the City shall pay and the Contractor shall receive the amount thereof as full compensation for the work performed under this contract. But no estimate shall be paid before being certified by the Engineer and approved by the Port Director of the City of San Diego.

15. Said Contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

16. 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, and that only American citizens be employed on this contract.

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

IN WITNESS WHEREOF, the City of San Diego, party of the first part herein, has caused this instrument to be executed by a majority of the members of its Common Council, thereunto duly authorized, and said Contractor, party of the second part has caused this instrument to be executed the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

E. H. DOWELL

IRA S. IREY

Party of the First Part

DAWSON & JOHNSTON

ROBERT T. DAWSON

J. B. JOHNSTON

Contractor, Party of the Second Part.

M. W. CONKLING, City Attorney

By C. L. BYERS, 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 13 day of Dec., 1929.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That Dawson & Johnston, 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, 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 Thousand and no/100 Dollars (\$4,000.00), in lawful money of the United States, for which payment, well and truly to be made, the said Principals hereby bind their 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 12th day of Dec., 1929.

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 Dawson & Johnston, as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the installation of a storm drain, within the area and to the grades shown on the plans, and to perform such installation in the manner and in the amount:

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

NOW, THEREFORE, should said Contractors well and truly pay or cause to be paid all claims against them, for such labor or materials, or either, or both, so performed, or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

DAWSON & JOHNSTON

ROBERT T. DAWSON

J. B. JOHNSTON, Principal

ATTEST:

M. WELLS

(SEAL) ATTEST:

M. K. Prendergast

I hereby approve the form of the within Bond, this 13 day of Dec., 1929.

PACIFIC INDEMNITY COMPANY, Surety.

By D. R. BECK, Attorney in Fact

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

STATE OF CALIFORNIA, ss.
COUNTY OF SAN DIEGO.

On this 12th day of December in the year one thousand nine-hundred and twenty-nine before me, M. K. Prendergast, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, D. R. Beck, 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 D. R. Beck, 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.

(SEAL)
My Commission Expires
Sept. 16, 1931.

M. K. PRENDERGAST
Notary Public in and for San Diego County, State of
California.

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 16th day of December, 1929.

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

J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That Dawson & Johnston, 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 Two Thousand and no/100 Dollars (\$2,000.00), 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 Principals hereby bind 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 12th day of Dec., 1929.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed Contract with The City of San Diego, to

Furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the installation of a storm drain, within the area and to the grades shown on the plans, and to perform such installation in the manner and in the amount all 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.

DAWSON & JOHNSTON
ROBERT T. DAWSON
J. B. JOHNSTON,

Principal

PACIFIC INDEMNITY COMPANY,

Surety

ATTEST:
M. WELLS

(SEAL) ATTEST:
M. K. PRENDERGAST

By D. R. BECK

STATE OF CALIFORNIA, ss.
County of San Diego

On this 12th day of December, in the year one thousand nine hundred and twenty-nine before me, M. K. Prendergast, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, D. R. Beck, 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 D. R. Beck 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.

(SEAL)
My Commission Expires
Sept. 16, 1931.

M. K. PRENDERGAST
Notary Public in and for San Diego County, State of
California.

I hereby approve the form of the within Bond, this 13 day of Dec., 1929

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 16th day of Dec., 1929.

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

J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
IRA S. IREY

Members of the Common Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Dawson & Johnston, being Document No. 251870.

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

By August M. Hadstrom Deputy.

RELINQUISHMENT

We, the Honorable, the Mayor and Common Council of the City of San Diego, in compliance with the report and recommendations of the Commissioner of the General Land Office, Washington, D. C. and the approval of the Secretary of the Interior of the United States of America, do hereby relinquish the grant heretofore made by the Department of the Interior to the Mount Tecate Land and Water Company of the Morena Reservoir Site on May 9, 1896 pursuant to the Act of March 3, 1891 (26 Stat. 1095) such relinquishment to take effect upon approval by the authorized governmental officials of the City's application for right of way for the enlarged Morena reservoir site under application Los Angeles 046594 "F" MN.

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

J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
IRA S. IREY

Members of the Common Council of The City of San
Diego, California.

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

Relinquishment to U. S. General Land Office, being Document No. 251978.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadsworth Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 6th day of January, 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the Lessor, and C. A. JUDSON, of San Diego County, California, hereinafter designated as 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:

(A) Lot Four (4) and the southwest quarter of the northwest quarter of Section Four (4); Lots One (1), Two (2), Three (3) and Four (4), and the south half of the northeast quarter, and the south half of the northwest quarter of Section Five (5); the east half of the northeast quarter and the northwest quarter of the northeast quarter of Section Six (6); ~~east half of the northeast quarter and the northwest quarter of the northeast quarter of Section Six (6)~~, all in Township thirteen (13) south, Range One (1) West, S.B.M. The southeast quarter and fractional Lots Three (3) and Four (4), in Section Thirty-one (31), Township Twelve (12) south, Range One (1) West, S.B.M., Excepting from the northwest quarter of the said southeast quarter and from said fractional Lots Three (3) and Four (4), that portion thereof conveyed by Elbert Ward and Mary E. Ward, his wife, to Seth Hartley, by deed dated February 14, 1911, and recorded in Book 520 of Deeds, at page 43, Official Records of San Diego County, California, and described as follows:

Commencing at the northwest corner of said Lot Three (3) thence easterly along the north line of said Lot Three (3), and of the northwest quarter of the southeast quarter of said Section Thirty-one (31), 818 feet, thence southwesterly 1900 feet to an intersection with the east line of the Rancho San Bernardo, thence northerly along the east line of said Rancho to the point of commencement.

And also excepting from said northwest quarter of the southeast quarter and said fractional Lots Three (3) and Four (4), that portion thereof conveyed by Elbert Ward and Mary E. Ward, his wife, to Albert T. Burch, by deed dated June 21, 1911, and recorded in Book 527 of Deeds, at page 140, Official Records of San Diego County, California, and described as follows:

southeast Commencing at the point on the north line of the northwest quarter of the of said Section Thirty-one (31), distant 818 feet east from the northwest corner of Lot Three (3), thence east on said north line 125 feet, thence southwesterly parallel with the easterly line of the land conveyed to Seth Hartley by deed dated February 14, 1911, and recorded in Book 520 of Deeds, at page 43, Official Records of San Diego County, California, to an intersection with the easterly line of the Rancho San Bernardo, thence northeasterly along the easterly line of said Rancho to an intersection with the southerly corner of the land so conveyed to Seth Hartley, thence northeasterly along the easterly line of said Hartley's land 1900 feet to the northeast corner of said Hartley's land and point of commencement.

And also excepting from the above described property all that portion thereof lying above an elevation of three hundred ninety-five (395) feet above sea level according to the United States Geological Survey datum.

Subject, to:

(1) A right of way for a public highway over said Lot 4 of Section 4, as granted by Elbert Ward to the County of San Diego by deed recorded in Book 257 of Deeds, at page 384, Official Records of San Diego County, California;

(2) The enforceable rights, if any, under the terms of that certain contract or agreement recorded April 2, 1878, in Book 4 at page 380, of Miscellaneous Records, Official Records of San Diego County, California;

(3) The enforceable rights, if any, granted to San Diego Consolidated Gas and Electric Company, a corporation, under and by virtue of the terms of that certain purported grant of an easement, dated November 22, 1917, and recorded November 18, 1918, in Book 770 of Deeds, at page 26, Official Records of San Diego County, California;

(B) The south half of the southwest quarter and the southeast quarter of the southeast quarter of Section Thirty-two (32), Township Twelve (12) South, Range One (1) West, S.B.M., excepting from the southeast quarter of the said last mentioned southwest quarter that portion thereof which is included within the following description:

Commencing at the northeast corner of the southwest quarter of said Section Thirty-two (32), thence west 156 yards, thence south 880 yards, thence east 156 yards, thence north 880 yards to the point of commencement.

And also 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 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 30th day of November, 1930, and ending on the 30th day of November, 1933, and for the total rental of twenty-two hundred fifty dollars (\$2250.00), payable in installments as follows:

\$375.00 on signing of this lease;
 \$375.00 on May 30, 1931;
 \$375.00 on November 30, 1931;
 \$375.00 on May 30, 1932;
 \$375.00 on November 30, 1932
 \$375.00 on May 30, 1933

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 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 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 by 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 said City, in pursuance of a resolution authorizing such execution, and the said Lessee has hereunto subscribed his name, the day and year first above written.

THE CITY OF SAN DIEGO, Lessor
 By J. V. ALEXANDER
 S. P. McMULLEN
 L. C. MAIRE
 E. H. DOWELL
 IRA S. IREY

Members of the Common Council.

CHAS. A. JUDSON, Lessee

M. W. CONKLING, City Attorney
 By H. C. HOPKINS, 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 27 day of September, 1929.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with C. A. Judson, being Document No. 253101.

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 this 2nd day of January, 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, pursuant to the authorization of Ordinance No. 12607 of the ordinances of said City, and LA JOLLA AMERICAN LEGION, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described portion of Pueblo Lot 1279 of the Pueblo Lands of The City of San Diego, County of San Diego, State of California, to-wit:

Beginning at the southwesterly corner of Pueblo Lot 1279; thence in a northeasterly direction following the southeasterly boundary of said Pueblo Lot a distance of 1320 feet to a point; thence at right angles in a northwesterly direction and parallel with the westerly boundary of said Pueblo Lot to a point on the northerly line of said Pueblo Lot; running thence in a westerly direction following the northerly line of said Pueblo Lot 1279 to its northwesterly corner; running thence in a southeasterly direction, following the westerly line of said Pueblo Lot to the point or place of beginning.

TO HAVE AND TO HOLD the said land and each and every parcel thereof unto the said Lessee, for a term of ten (10) years from and after the date of the execution of this lease, unless sooner terminated as herein provided, at a yearly rental of One Dollar (\$1.00), payable in advance on the 2nd day of January, of each year of said term.

The City of San Diego hereby reserves the right and privilege to terminate this lease at any time prior to the expiration thereof, upon ninety days' notice to said Lessee.

That the demised premises shall be used only and exclusively for the purpose of developing and maintaining thereon a recreation center for the Boy Scouts and Girl Scouts of La Jolla, under the supervision and management of the La Jolla American Legion, a corporation; and the said Lessee shall have the right to erect and maintain on said leased premises such buildings and structures as may be necessary for the development and maintenance of a recreation center.

That if said land is used for any other purpose than as herein specified, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee, in accepting this lease, hereby acknowledged the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions herein mentioned.

That the said Lessee shall assume the cost of piping water onto the said leased land, and shall pay for water used thereon.

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.

That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall have the right to remove all buildings and improvements from said leased premises, and shall leave the said premises in as good state and condition as the same are now in, or may be put into, reasonable use and wear thereof, and damage by the elements excepted.

It is further agreed and understood that at no time during the life of this lease shall The City of San Diego be required to make any expenditure or improvement on or for the benefit of the said leased lands hereinabove described, nor shall said City be required to construct or maintain any highway, road or street, gas or water main or pipe, or other public utility of any kind, to said leased property, or by reason of this lease.

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 caused this instrument to be executed and its corporate seal to be hereunto attached, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

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

ATTEST:
E. G. MOBERG, Secretary.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

LA JOLLA AMERICAN LEGION

By A. C. MATLAW, President.

I hereby approve the form of the foregoing Lease, this 24 day of May, 1929.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with La Jolla American Legion, being Document No. 253115.

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

By August M. Hadstrom Deputy.

I HEREBY CERTIFY that the attached is a full, true and correct copy of Contract with Barclay & Schaniel, for the extension of Kalmia Street Storm Drain, being Document No. 253419.

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

By August M. Hadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE HUNDRED TWENTY-EIGHT (1,328), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of January, 1930.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of ~~Chapter 247~~ of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon LA JOLLA BOULEVARD, PROSPECT STREET, PROSPECT PLACE, GIRARD AVENUE, WALL STREET AND HERSCHEL AVENUE, in the City of San Diego, California, within the limits and as particularly described in Resolution of Intention No. 51462, adopted by the Common Council September 16, 1929, and on file in the office of the City Clerk of said City, 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, Principal

(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary.

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

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

On this 14th day of January, in the year nineteen hundred thirty, 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 Vice-President and Paul Wolcott, 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.

FRANCES S. BOWERS

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 18 day of January, 1930.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 52588 passed and adopted on the 30th day of December, 1929, require and fix the sum of \$1,328.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

(SEAL)

City Clerk of the City of San Diego.

By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING LA JOLLA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 20th day of January, 1930, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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:

LA JOLLA BOULEVARD, between the northerly line of Genter Street produced west and the southerly line of Prospect Street;

PROSPECT STREET, between the westerly line of La Jolla Boulevard and the termination of said Prospect Street in Prospect Place;

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;

GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street;

WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe Avenue; and

HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado Street;

Together with the maintenance of the posts, wires, conduits and lamps on 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, 1930 and ending on the 31st day of December, 1930.

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 for La Jolla Lighting District No. 1", filed October 1st, 1929 in the office of the City Clerk of said City of San Diego.

And said second party ^{herby} agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Five Thousand Three Hundred Ten Dollars (\$5,310.00), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421) and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Five Thousand Three Hundred Ten Dollars (\$5,310.00).

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, 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

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

Members of the Common Council.
Contract, this 18 day of January, 1930.
M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I hereby approve the form of the foregoing Contract, this 18 day of January, 1930.

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. 253771.

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

LEASE

THIS LEASE, made and entered into this 20th day of January, 1930, 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 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 San Diego County, for a term of one year, beginning on the 14th day of September, 1929, and ending on the 13th day of September, 1930, at a rental for said period of Twenty Dollars (\$20.00), payable in advance for the first day of said term.

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.

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. It is hereby agreed that all oil and mineral rights are reserved by the Lessor.

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.

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.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said party of the second part has hereunto set her hand the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council,
Party of the First Part
MRS. S. B. AMES,
Party of the Second Part

I hereby approve the foregoing Lease, this 3rd day of January, 1930.

M. W. CONKLING, City Attorney
By HARRY S. CLARK, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Mrs. S. B. Ames, being Document No. 253756.

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

AGREEMENT BETWEEN THE CITY OF SAN
DIEGO AND SOLEDAD WATER GROUP

THIS AGREEMENT, made as of date December 31, 1929, between the City of San Diego, a municipal corporation, in the State of California, party of the first part, and the undersigned trustees of the Soledad Water Group, acting under an agreement and declaration of trust made November 30, 1926, and subsequent amendments thereto, hereinafter for convenience designated as Soledad Water Group or party of the second part, WITNESSETH:

The beneficiaries of the trust of the Soledad Water Group are owners of certain lands in the elevated portions of La Jolla, or its environs, within the City of San Diego, County of San Diego, State of California, more fully described on sheet attached hereto and identified as Exhibit "A".

The City of San Diego, during all the times herein mentioned, has been operating a municipal water supply system and is continuing so to do.

The aforesaid beneficiaries of the Soledad Water Group, during the year 1926, being desirous of procuring water for said lands, made application to the proper department and authorities of the aforesaid first party for water connection and service; the City of San Diego at that time had, and at the present time has, no facilities or system capable of carrying water to said lands of the beneficiaries by reason of inadequacy of water mains, lack of pressure and inadequate finances, and therefore entered into an arrangement with the Soledad Water Group whereby the latter should install its own water mains and distribution pipe lines, also pressure reservoir and all other equipment deemed necessary by it to take water from the pipe line on the City distribution line, namely: at or near the head of Exchange Place in La Jolla, transport the same to a reservoir on an elevated part of the land and thereafter distribute the same by means of gravity from said reservoir; all the expenses of installing, constructing, locating and maintaining same to be borne by the Soledad Water Group, except the power cost of pumping from the point of City delivery, the water to be metered to the Group by the City at the then prevailing rate.

Pursuant to said plan and arrangement said water transportation and storage facilities were constructed and completed by the Soledad Water Group wholly at its own expense, and for more than two (2) years past the same have been maintained solely at the expense of the Water Group, pumping power costs only being paid by the first party and the water being metered out to the second party at first party's point of delivery. In harmony with said arrangement said water transportation and storage facilities, as so constructed and installed by the second party, was made barely adequate for water pressure and distribution service solely to the lands of the beneficiaries of said Soledad Water Group, together with certain other lands in the vicinity thereof which, in the sole judgement of, (and under conditions to be prescribed solely by), the Trustees and Beneficiaries of said Soledad Water Group, might be added from time to time to the territory benefiting therefrom.

The party of the first part claims to own a large reservoir site on the mountain sometimes known as Lookout Peak, and also known as North Soledad Mountain, and first party hereby states that it plans, as soon as finances permit, to construct a large pressure reservoir thereon with the object of supplying water by gravity and at sufficient pressure to all of La Jolla and its environs (inclusive of the lands of said Soledad Water Group) and other lands in that vicinity which may now or hereafter be benefited thereby.

The aforesaid facilities of the Soledad Water Group are not now being utilized to their full capacity, the development of the properties of the Water Group beneficiaries having not been fully completed, and by reason thereof there not being as many consumers or prospective consumers of water as the maximum capacity of the aforesaid facilities will permit.

Meanwhile there are other present water consumers, and in all probability will be future consumers of water, located on lands in the vicinity of the Soledad Water Group and who are not beneficiaries of said trust, but who could readily be served with water through said Group's facilities, and who cannot be served with water in adequate amounts or with sufficient pressure from the City pipe lines, and to meet the demands of such consumers, both present and those anticipated in the future, the City of San Diego has made application to said Soledad Water Group for the use of its said pressure and distribution facilities pending the development and construction of its major reservoir and pipe line system on Lookout Peak aforesaid, to which the party of the second part has assented on the terms and conditions herein set forth.

This agreement therefore Witnesseth:

1 - That the party of the second part will permit the full use by the party of the first part of second party's aforesaid facilities and equipment for the transporting and storage of water and serving of same to consumers as hereinafter limited, and not otherwise.

2 - That consumers so to be served therefrom shall be only:

(a) Consumers in the lands of the present beneficiaries of the Soledad Water Group, more fully described on sheet attached and marked Exhibit "A";

(b) Lands of future beneficiaries of the Soledad Water Group, included after the date hereof, and which may readily be served by the aforesaid facilities of the Group.

(c) Water consumers who cannot be served with reasonable pressure from the existing or future pipe lines or facilities of the City of San Diego, provided that no service shall be extended or given to lands (other than those now or hereafter in the Soledad Water Group) lying South of the Northerly line of Pueblo Lot 1262 and its Westerly and Easterly prolongations to the boundaries of said City, or lying Northerly or Easterly from the respective Northerly or Easterly lines of Pueblo Lot 1287. Service to consumers under this paragraph (c) shall be temporary only, no rights shall arise in their favor against second party, and the privileges of the first party to so serve them shall be measured solely by this instrument.

It being the intent hereof that water service through the Soledad Water Group facilities shall be wholly for the benefit of present and future beneficiaries of said Soledad Water Group, and in addition thereto only such other consumers described in paragraph (c) of subdivision numbered (2) above, who cannot obtain reasonably adequate service from other lines of the City System; and that in all events second party's said facilities shall not be taxed to their full carrying capacity or depreciated through use by forcing water through the same to pressure height at considerable operating cost to the City and at capital cost to the second party, when by so doing such water is merely permitted to flow down the steep slopes of Mt. Soledad to consumers along the base of said mountain, or along the shore line, who could be served with reasonable adequacy by City owned pipe lines or facilities.

3 - The City of San Diego, upon taking over the use of second party's facilities, shall, in accordance with and subject to all the terms and conditions of Ordinance No. 8210 of the Ordinances of the City of San Diego, install meters for all present consumers within the Soledad Water Group lands whose laterals are not now metered, and in the future shall likewise install meters and make connections for all future consumers therein, and otherwise and in all respects handle and operate said facilities of the second party as if the same

were a part of the San Diego City water system, charging each consumer thereon at the same rate as prevails for the same class of consumers elsewhere according to City authority. On each connection of second party's equipment or line to lands or consumers outside the Soledad Water Group lands, the first party further agrees, at its expense, to install and continuously maintain an accessible gate and/or valve of adequate type or size to enable a complete cut-off or temporary disconnection if and when such disconnection is necessary or proper under subdivision number (8) hereof.

4 - Prior to the date first party commences use of second party's facilities, the party of the second part will, at its own expense, install a remote control on the pumping equipment so that the pumps at the point of City delivery will be automatically regulated by the quantity of water in the reservoir.

5 - The second party and its trustees and beneficiaries reserve and retain the right to increase the territory to be benefited by its trust, and so add other beneficiaries thereto, with the same effect (so far as concerns the first party) as if such additions were now in effect; the considerations for, and terms and conditions of, such increases or additions to be wholly in the judgment and discretion of the second party by its duly constituted representatives, and any such consideration shall belong wholly to the second party.

6 - During the continuance of the arrangement herein provided for, the party of the first part will pay all the costs and upkeep, operation, replacement, damages and otherwise, incident to the use, existence and operation of all said second party's equipment and facilities, and in the event that the first party shall not acquire title thereto as herein-after provided, then, upon the termination of this agreement, the first party will return the same to the second party in at least as good condition, as the same now are, ordinary wear and tear incident to legitimate use thereof under the terms of this agreement only excepted.

7 - The party of the first part recognizes that for the service of prospective consumers at the base of or below the slopes of Soledad Mountain, the use of said facilities of the second party will create a considerable pressure, therefore the first party agrees that, during its operation and use of second party's equipment and facilities, it will make such connections and install such fittings, valves, checks and other equipment, and take such other necessary precautions as will protect second party's equipment and facilities and also the availability of water supply to the Group beneficiaries from loss, damage or injury consequent thereon; and in all of its use, operation, management and control of said second party's facilities, the first party agrees that it will assume all risk, liability and responsibility incident thereto and fully protect and save harmless the second party therefrom and from all costs, damage and injury growing out of said first party's use, management, control or operation of the same.

8 - First party recognizes and admits that said second party's equipment and facilities have been installed at heavy expense to the second party, and that the beneficiaries of the second party (present and future) are entitled to preference, both as regards water supply and pressure, in the event of any shortage or deficit in either, and therefore agrees that in the event of a water shortage or in the event the pressure becomes inadequate for reasonable service to any of the consumers within the Soledad Water Group lands (present or future), then, the supply from the aforesaid equipment of the second party to consumers outside the Soledad Water Group lands shall be temporarily disconnected and remain disconnected until danger of such water shortage or inadequacy shall have been removed, and full supply assured and restored to consumers in the second party's lands.

9 - Subject to the proviso hereinafter contained, it is further agreed that in the event that within three years from date hereof the City of San Diego shall have constructed and completed and placed in operation its aforesaid major development plan, consisting of the reservoir and main distribution system on and from the aforesaid Lookout Peak, and shall have commenced to, and shall thereafter be in position to, adequately serve the lands of the Soledad Water Group and the consumers therein from said major development system, and in the event that meanwhile the party of the first part shall have fully and faithfully complied with all its covenants, agreements and promises herein contained, the party of the second part agrees that at such time, it will convey and transfer to the party of the first part, without other or further consideration, such right, title and interest as it has in and with respect to its aforesaid water transportation, and storage facilities and equipment, inclusive of rights of way, reservoir rights, main pipe lines and their fittings and appliances, but without warranty as to condition or usability.

Otherwise and in all other events this agreement shall completely terminate and the rights of the first party hereunder shall cease and be at end at the expiration of said period of three years from date hereof, and all of said second party's equipment and facilities now in existence and taken over by the first party under the terms of this agreement, shall be returned to the possession of the second party in at least as good condition as the same now is, subject only to unavoidable depreciation and to ordinary wear and tear incident to legitimate use thereof under the terms of this agreement, and in such event all connections to or for lands or consumers outside the lands of second party or to others than beneficiaries of the second party shall be, and thereafter remain, permanently disconnected and shut off.

Provided, however, that all obligations of the second party to make the aforesaid conveyance to first party, and all rights and privileges of the first party, under this agreement, shall forthwith and ipso facto terminate and become null and void if, at any time during the continuance of this agreement, the present Soledad Water Group lands (meaning those owned by the present beneficiaries of said trust), or any part thereof, should be subjected to a public improvement assessment or included in a public improvement district, wherein the same or any part thereof would be subject to taxation or assessment for (in either event) providing the funds or costs incident to the aforesaid major development plan of the City of San Diego, referring hereby to said proposed Lookout Peak Reservoir, and/or supply and/or distribution mains thereto or therefrom, and/or other equipment, system or facilities incident thereto. This shall not apply to the regular annual tax applicable to the entire City of San Diego.

IN WITNESS WHEREOF the party of the first part has executed this instrument under its Official Seal and by the signature of the members of its Common Council, first thereunto duly authorized by resolution of said Council duly passed and adopted; and the party of the second part has executed the same under the hands of its several trustees under the agreement and declaration of trust first herein referred to.

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

G. E. CHRISTIE
GEORGE A. MCCARTNEY
H. B. CASSIDY
KARL KENYON
MARK H. SLOSSON
MYRON COOPER
H. J. MUIR
J. M. LATHROP

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

as Trustees of the Soledad Water Group under agreement and declaration of trust made November 30, 1926, and subsequent amendments thereto.

Jan. 27, 1930

Approved as to form

M. W. CONKLING, City Atty.

EXHIBIT A.

Description of lands under Mt. Soledad Water Group Trust as referred to in agreement with the City of San Diego, dated December 31, 1929.

PARCEL ONE:

Those portions of Pueblo Lot 1262 and 1263 of the Pueblo Lots of San Diego which, on November 30th, 1926, were owned by or under lease to La Jolla Land and Improvement Company, and comprising 174 acres;

ALSO the Northerly 50 acres of the Easterly 100 acres of Pueblo Lot 1263;

ALSO the Southerly 50 acres of the easterly 100 acres of Pueblo Lot 1263;

ALSO a tract of land containing about 90 acres in Pueblo Lot 1287 inclusive of La Jolla Hills No. 2, which, on November 30th, 1926, was owned by J. M. Lathrop and in which Hugh Evans & Co. Inc. was interested;

ALSO Pueblo Lot 1256, the Southerly 80 acres more or less of Pueblo Lot 1257 and about 14 acres in the Southeasterly portion of Pueblo Lot 1258 owned by H. J. Muir and Charlotte J. Muir, or in which the said H. J. Muir and Charlotte J. Muir were, on November 30th, 1926, interested.

PARCEL TWO:

Pueblo Lot 1774 of the Pueblo Lots of San Diego

PARCEL THREE:

All of Ludington Heights, according to map thereof No. 2023 filed in the office of the County Recorder of San Diego County, California.

ALSO, all of La Jolla Knoll, according to map thereof No. 1998 filed in the office of the County Recorder of San Diego County.

ALSO, Lots 5, 6 and 7 in Block "I" and all of Block "F" of the Re-subdivision of a portion of Villa Tract, La Jolla Park, according to map thereof No. 1535 filed in the office of the County Recorder of San Diego County.

All the foregoing being in the City of San Diego, County of San Diego, State of California.

PARCEL FOUR:

Lots 1 to 17 inclusive in Block 7 of Center Addition to La Jolla in the City of San Diego, County of San Diego, State of California, according to the official map thereof.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Soledad Water Group, being Document No. 254252.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Kadstrom Deputy.

L E A S E

THIS INDENTURE, made in duplicate this 20th day of January, 1930, between ED CROLIC hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, and the party of the second part does hereby rent and take, as Lessee, those certain premises consisting of one large room and two small rooms adjoining in the rear, situate on the second floor of the building located at 815 Fifth Avenue, San Diego, California, for the term of eleven (11) months, commencing on the 1st day of February, 1930 and ending on the 31st day of December, 1930

Yielding and paying therefor during the term thereof the sum of Four Hundred Forty Dollars (\$440.00), lawful money of the United States, payable in advance on the 1st day of each and every month during said term, in sums or payments of Forty Dollars (\$40.00) per month.

It is agreed by and between the parties hereto that this lease shall, at the option of the said Lessee, be extended for an additional period of eighteen (18) months from said December 31st, 1930, ending June 30, 1932, upon the same terms and conditions as herein contained. PROVIDED, further, that the Lessee, in the event it shall desire to exercise said option for an additional eighteen-month term, shall give to the Lessor a written notice thereof not less than thirty (30) days prior to the expiration of the term of this lease.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns, hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises, or any part thereof, shall not be assigned, let or underlet, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, let or underlet, the Lessor may re-enter and re-let the premises, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

2. It is understood and agreed that the Lessee shall be permitted to install and remove any fixtures and make any necessary alterations or improvements upon the interior of said premises; and said fixtures or equipment installed by said Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or improvements, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of the installation of such fixtures or improvements; 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 shall permit, damage by the elements alone excepted.

3. Lessee may cut a doorway in the wall between the building known as the Pacific Building and the building owned by Lessor, said buildings located at 524 F Street and 815 Fifth Avenue, respectively, in the City of San Diego, California. Said doorway may be cut in said wall at such point and in such room as the Lessee may determine. Lessee will in the completion of said doorway provide the same with a proper fire door which shall conform to standards acceptable to fire insurance companies. At the expiration of this lease, Lessee will close said doorway herein described, and will at its expense rebuild said wall so that the same will be placed as nearly as possible in the same condition as it now exists.

4. If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered untenable by the Lessor within sixty (60) days from the date of injury, this lease may be term-

inated by either party. That in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy.

5. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease, shall, at the option of the Lessor, become null and void.

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

7. That the Lessee shall pay for all light and heat used by it on said premises.

8. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

IN WITNESS WHEREOF, the said Lessor has hereunto set his hand, and a majority of the members of the Common Council of said 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.

(SEAL) ATTEST:

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

ED. CROLIC, Lessor
THE CITY OF SAN DIEGO,
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

I hereby approve the draft of the foregoing Lease, this 18 day of Jan., 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Ed. Crollic, being Document No. 253773.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED SIXTY-SEVEN DOLLARS (\$167.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of January, 1930.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon FIFTH AVENUE, between the southerly line of Spruce Street and a line parallel to and distant 50 feet southerly from the southerly line of Spruce Street; SIXTH STREET, between the easterly prolongation of the northerly line of Thorn Street and the easterly prolongation of the southerly line of Juniper Street; and SPRUCE STREET, between the easterly line of Fifth Avenue and the westerly line of Sixth Street, in said City, 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:

PAUL WOLCOTT, Resident Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER, Principal

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS, Resident Vice-President, Surety

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

On this 20th day of January, in the year nineteen hundred thirty, 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 Vice-President and Paul Wolcott, 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.

FRANCES S. BOWERS

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

I hereby approve the form of the foregoing Undertaking this 22 day of January, 1930

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 52690 passed and adopted on the 13th day of January, 1930, require and fix the sum of \$167.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

CONTRACT FOR STREET LIGHTING SIXTH STREET LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of January, 1930, by and between

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and 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 and the Novalux bracket lamps on the following streets, in the City of San Diego, California:

FIFTH AVENUE, between the southerly line of Spruce Street and a line parallel to and distant 50 feet southerly from the southerly line of Spruce Street; SIXTH STREET, between the easterly prolongation of the northerly line of Thorn Street and the easterly prolongation of the southerly line of Juniper Street; and SPRUCE STREET, between the easterly line of Fifth Avenue and the westerly line of Sixth Street; together with the maintenance of the posts, bracket arms, wires, conduits and lamps on said streets, within the limits above described. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after December 23, 1929, to-wit, to and including December 22, 1930.

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 Sixth Street Lighting District No. 1" filed October 8, 1929, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Six Hundred Sixty-six Dollars (\$666.00) 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 "Sixth Street Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Six Hundred Sixty-six Dollars (\$666.00) shall be paid out of any other fund than said special fund designated as "Sixth 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 Six Hundred Sixty-six Dollars (\$666.00).

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, 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

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

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I HEREBY approve the form of the foregoing Contract, this 22 day of January, 1930

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. 253830.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Sadler* 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-FIVE DOLLARS (\$65.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of January, 1930.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon EIGHTH STREET, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Street and the east line of the Alley in Block 7, Crittenden's Addition, produced south, 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.

(SEAL) ATTEST:
M. B. FOWLER.

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

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary

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

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

On this 20th day of January, in the year nineteen hundred thirty, 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 Vice-President and Paul Wolcott, 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.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 22 day of January, 1930
M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 52691 passed and adopted on the 13th day of January, 1930, require and fix the sum of \$65.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

CONTRACT FOR STREET LIGHTING.

EIGHTH STREET LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of January, 1930, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 EIGHTH STREET, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Street and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Eighth Street and Pennsylvania Avenue, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of two years from and after the 1st day of January, 1930, to-wit, to and including the 31st day of December, 1931.

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 for 8th Street Lighting District No. 1" filed October 14, 1929, 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 Fifty-nine and 20/100 Dollars (\$259.20) 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 "Eighth Street Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Two Hundred Fifty-nine and 20/100 Dollars (\$259.20) shall be paid out of any other fund than said special fund designated as "Eighth 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 Acts an assessment has been levied for said sum of Two Hundred Fifty-nine and 20/100 Dollars (\$259.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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. W. 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council

I hereby approve the form of the foregoing Contract, this 22 day of January, 1930.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Co. being Document No. 253831.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of January, 1930, by and between I. T. DAVIDSON and H. S. WOLF, hereinafter called the parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

The parties of the first part agree that the party of the second part may cut a doorway in the wall between the building owned by the parties of the first part and the building owned by Ed Crolic, said buildings located at 524 F Street and 815 Fifth A venue, respectively, in the City of San Diego, California. Said doorway may be cut in said wall at such point and in such room as the party of the second part may determine.

It is further agreed, that the party of the second part may connect radiators to the steam heat in the Pacific Building, for the use and heating of the adjoining room for which said doorway has been cut.

It is agreed, that the party of the second part will in the completion of said doorway provide the same with a proper fire door which shall conform to standards acceptable to fire insurance companies; and that said fire door shall be installed before use of said adjoining room is permitted.

It is further agreed that the party of the second part will, at the expiration of the lease which the said second party now holds on the premises at 815 Fifth A venue, close said doorway herein described, and will at its expense rebuild said wall so that the same will be placed as nearly as possible in the same condition as it now exists.

I. T. DAVIDSON

H. S. WOLF

Parties of the First Part

THE CITY OF SAN DIEGO,

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

Party of the Second Part

I hereby approve the draft of the foregoing Agreement this 18 day of Jan., 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant 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 Agreement, with I. T. Davidson and H. S. Wolf, being Document No. 253825.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Davidson Deputy.

LEASE

THIS AGREEMENT, made and entered into this 27th day of January, 1930, between CLARA T. STERN, hereinafter called the Lessor, and THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, WITNESSETH:

That the Lessor does hereby demise and let unto the City, 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, to-wit:

A six-room cottage and two barns, located on the north 110 feet of Lot 17, measured on the easterly line of said lot, of Carruthers' Addition, a subdivision of Lot 58 of Horton's Purchase of Rancho Ex-Mission; for a term of three years, beginning on January 1st, 1930, and ending on December 31st, 1932; at a monthly rental of Thirty-five Dollars (\$35.00), payable in advance on the first day of each and every month during said term.

Said Lessor reserves the right to use space in the southerly barn sufficient to park one automobile.

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 Lessor.

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 Lessor to re-enter said premises and remove all persons therefrom.

It is understood and agreed that the Lessor shall not be required to make any repairs or alterations to said buildings, except as hereinafter provided.

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

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

IN WITNESS WHEREOF, the said Lessor has hereunto set her hand, and a majority of the members of the Common Council of said The City of San Diego have hereunto subscribed their names on behalf of said City, the day and year first hereinabove written.

CLARA T. STERN, Lessor

THE CITY OF SAN DIEGO,

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

Members of the Common Council - Lessee

I hereby approve the draft of the foregoing Agreement of Lease, this 11 day of Jan., 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

ALLEN H. WRIGHT, City Clerk

By August M. Davidson Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Clara T. Stern, being Document No. 253881

L E A S E

THIS AGREEMENT, made and entered into this 27th day of January, 1930, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and H. C. WRIGHT, 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 City of San Diego, County of San Diego, State of California, to-wit:

That parcel of land 150 feet deep by 200 feet, adjoining the highway at the junction of the Rose Canyon Road with the La Jolla Canyon Road; for a term commencing May 1st, 1930, to and including the 31st day of March, 1934, at the following rentals:

Twenty Dollars (\$20.00) per month, for the first year;
Twenty-five Dollars (\$25.00) per month, for the second year;
Thirty Dollars (\$30.00) per month, for the third year;
Thirty-five Dollars (\$35.00) per month, for the fourth year;
Forty Dollars (\$40.00) per month, for the fifth year;

said rental to be due and payable on the first day and each and every month during 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 evidenced by ordinance duly and regularly adopted and approved.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of conducting and maintaining thereon a fruit, grocery and confectionery stand, 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.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

It is agreed that upon the expiration of the term of this lease the Lessee may remove any and all structures erected on said premises, at his own cost and expense.

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.

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.

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 subscribed his name 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council, Lessor
H. C. WRIGHT, Lessee
M. W. CONKLING, City Attorney
By C. L. BYERS, Assistant City Attorney

I hereby approve the form of the within Lease this 9 day of Jan., 1930.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with H. C. Wright, being Document No. 253879.

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

L E A S E

THIS LEASE, made this 27th day of January, 1930, 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. 12652 of the ordinances of said City, authorizing the execution of this lease, and B. E. HARMER, 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 63° 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 first day of January, 1930, and ending with the 31st day of December, 1930.

To have and 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 during said term the sum of forty dollars (\$40.00) per month; provided, however, that the sum of eighty dollars (\$80.00) being rental for the first and last months of said term shall be due and payable on the date of the execution of this lease.

It is further agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of conducting an oil and gasoline service

station thereon, and for no other purpose or purposes.

It is further agreed that the said Lessee shall have the privilege, upon the termination of this lease, of removing from said demised premises all buildings and improvements which have been placed thereon.

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.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

And it is further agreed that if said land is used for any other purpose than as herein specified, or 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 City to re-enter the said premises and remove all persons therefrom.

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 at the expiration of said term the said Lessee will peaceably and quietly surrender the possession of said premises to The City of San Diego in as good state and condition as reasonable use thereof will permit.

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.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the City shall have, and 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 City shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty days' notice of its 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 City 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 City, as above provided, prior to the expiration of the term as herein fixed; if the City 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 City 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.

It is further agreed by and between the parties hereto that this lease shall, at the option of the said Lessee, be extended for an additional period of one year from said 31st day of December, 1930, upon the same terms and conditions as herein contained. PROVIDED, further, that the Lessee, in the event he shall desire to exercise said option for an additional one-year term, shall give to the City a written notice thereof not less than thirty (30) days prior to the expiration of the term of this lease.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names on behalf 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

B. E. HARMER, Lessee

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City Attorney

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

I hereby approve the draft of the foregoing Lease, this 18 day of Jan., 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with B. E. Harmer, being Document No. 253914.

ALLEN H. ALLEN

City Clerk of the City of San Diego, California.

By August M. Kadstrom Deputy.

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF LEASE

WHEREAS, on the 8th day of September, 1926, The City of San Diego, as Lessor, entered into a lease with C. C. Keil, as Trustee for the creditors of the San Diego Tile & Brick Company, as lessee, said lease being contained in Document No. 198174, on file in the office of the City Clerk of said City, for Pueblo Lot 1266 of the Pueblo Lands of said City; and

WHEREAS, the Common Council of The City of San Diego, by Ordinance No. 12338, entitled, "An Ordinance authorizing C. C. Keil as Trustee for the creditors of the San Diego Tile & Brick Company, to transfer that certain lease owned by said C. C. Keil, as Trustee, of Pueblo Lot 1266 of the Pueblo Lands of The City of San Diego, to J. W. Rice," approved on the 27th day of May, 1929, authorized said C. C. Keil, as Trustee for the creditors of ~~creditors of~~ the San Diego Tile & Brick Company, to transfer said lease and his rights thereunder to J. W. RICE;

NOW, THEREFORE, C. C. Keil, as Trustee for the creditors of the San Diego Tile & Brick Company, does hereby sell, assign, and transfer to J. W. Rice, all of his right, title and interest in and to said lease, and any rights which he may have acquired thereunder.

Said J. W. Rice hereby accepts said assignment of lease, and hereby undertakes and agrees to assume all of the obligations heretofore assumed by said C. C. Keil, as lessee of said lease, and further agrees that this acceptance shall operate as an acceptance of the terms and conditions of said Ordinance No. 12338.

C. C. Keil, Trustee for the Creditors
of the San Diego Tile & Brick Co.

J. W. RICE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of assignment of S.D. Tile & Brick Co. lease to J. W. Rice, being Document No. 253190.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Kadstrom Deputy.

SUB-CONTRACT

Miracle Construction Company, San Diego, California.

Gentlemen:

We hereby propose and agree to excavate and backfill trench, including bell holes, for the construction of Schedule Four of the "Otay Reservoir - San Diego, ^{second} Main Pipe Line" all in accordance with Plans and Specifications and your contract with the City Council of the City of San Diego dated January 14th, 1930, at the price of eighty four cents (\$0.84) per cubic yard, and to comply with all of the following conditions:

We thoroughly understand Paragraph 36 of the Specifications and will comply with all the conditions of same, as follows: Page 45 of Specifications: Paragraph 36. "SUB-CONTRACTORS.-- The contractor shall furnish the City of San Diego the name and address of each subcontractor contracting directly with him, together with a statement showing the character and location of work, time limit, if any, and amount of money involved in each subcontract. Each subcontract shall contain a reference to the agreement between the City of San Diego and the principal contractor, and the terms of that agreement and all parts thereof shall be made a part of such subcontract, in so far as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the engineer, if in his opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work, and all work or material furnished by a subcontractor shall be guaranteed by the contractor and the City of San Diego will hold the contractor responsible therefor."

We will furnish you with a certificate of the insurance carrier with whom we are carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this proposal, and insuring us 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.

We will pay prorata cost of surety bond.

We will load and dispose of all excess dirt, broken pavement, and other excess material without extra cost to you. You are to break pavement ahead of our work.

We will start work upon ten days notice, will dig trench at the rate of at least five hundred lineal feet per day, and will complete all work on or before August 1st, 1930.

We will furnish and install and maintain temporary bridges as required.

We are to receive payment for work completed in the same proportion as you receive payment from the City of San Diego.

We will comply with all California State Laws, with all San Diego County Ordinances, and with all San Diego City Ordinances; and will assume all responsibility for any infractions.

We will furnish you weekly with an accurate payroll showing all names and actual hours worked each day.

We will assume all responsibility for the trench to the City of San Diego and the public which you have assumed under the above mentioned plans, specifications and contract. When we secure written acceptance of a certain section of trench from the Engineer or Inspector in Charge as being ready to lay pipe, and have secured your written receipt for the same, our responsibility for this certain section of the trench ceases, and this responsibility is assumed by you until you have secured in like manner from the Engineer or Inspector in Charge written acceptance of the pipe line and you secure receipt from us for the same, at which time we again assume all responsibility for the trench until backfilling has been completed ready for pavement.

You are to back fill the pipe to the spring line.

IN WITNESS WHEREOF, we have hereunto set our hand this 18th day of January, 1930.

HENRY G. FENTON
HENRY G. FENTON

We hereby accept the above proposal.

MIRACLE CONSTRUCTION COMPANY
O. U. MIRACLE.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Subcontract from Miracle Construction Co. to H. G. Fenton, being Document No. 254031

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Handstrom Deputy.

L E A S E

THIS INDENTURE, made in duplicate this 3rd day of March, 1930, between M. TREPTE, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises at the southwest corner of Second and G Streets, in the City of San Diego, County of San Diego, State of California; being that certain building located on Lots L and K, in Block 91, of Horton's Addition to said City. The premises hereby leased are to be used by the said Lessee for the purposes of a court room and offices connected therewith, for the term of three (3) years commencing on the 1st day of April, 1930, and ending on the 31st day of March, 1933.

Yielding and paying therefor during the term thereof the sum of Eleven Thousand Seven Hundred Dollars (\$11,700.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: Three Hundred Twenty-five Dollars (\$325.00) per month.

PROVIDED, that this lease shall, at the option of the said Lessee, be extended for an additional period of one year from said 31st day of March, 1933, upon the same terms and conditions as herein contained. PROVIDED, further, that the Lessee, in the event it shall desire to exercise said option for an additional one-year term, shall give to the Lessor a written notice thereof not less than ninety (90) days prior to the expiration of the term of this lease.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee, its legal representatives and assigns hereby covenant and agree to and with the Lessor, his representatives and assigns, fully to observe, keep and perform:

1. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a City Justice's Court and garage and purposes connected therein, 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; and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

2. It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, but that the Lessee shall be permitted to install and remove any

fixtures and make any alterations or improvements upon said premises that may be necessary for the purposes for which said premises are leased; and that any fixture, equipment or partitions installed by the Lessee shall not become the property of the Lessor, and that the Lessee shall, upon the termination of this lease and the surrender of said premises, be permitted to remove the same. As a condition of this right to remove any such fixtures or partitions, the Lessee shall repair any damage caused by such removal and restore said premises to the condition they were in at the time of installation of such fixtures or partitions. 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, damage by the elements alone excepted.

3. If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenantable by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; that in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; PROVIDED, however, that if the damage to said premises shall be wholly or chiefly confined to the fixtures or partitions installed therein, the Lessee shall not be relieved from payment of rent; PROVIDED, further that in no event shall the Lessor be required to repair damage to fixtures or partitions installed in said premises and removable by said Lessee as herein provided.

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall at the option of the Lessor become null and void.

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

6. That the Lessor shall at his own charge and expense keep the walls, roof and exterior portions of said premises in good repair, but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

7. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises.

8. That the said Lessee shall pay for all the water used by it upon said premises.

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

M. TREPTE, Lessor
THE CITY OF SAN DIEGO,
By J. V. ALEXANDER

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

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL (Members of the Com-
IRA S. IREY (mon Council, Lessee

I hereby approve the draft of the foregoing Lease, this 21 day of Feb., 1930.

M. W. CONKLING, City Attorney,
By C. L. BYERS, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with M. Trepte, being Document No. 255005.

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 this 10th day of February, 1930, 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; for a term beginning November 1st, 1929 and ending October 31st, 1930, at a rental for said period of Thirty Dollars (\$30.00), payable in advance on the execution of this lease.

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 purposes.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

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 the 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 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 L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council,
WILLIAM DILLOW, Lessee.

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

I hereby approve the draft of the foregoing Agreement of Lease, this 10 day of Feb., 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Assistant 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. 254320.

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

By August M. Shadstrom Deputy.

AGREEMENT

AGREEMENT, Made this 5th day of August, 1929, between the SANTA FE LAND IMPROVEMENT COMPANY, a California corporation, hereinafter called the Improvement Company, and the City of San Diego, a California municipal corporation, hereinafter called the City.

RECITALS:

Under an agreement dated August 16th, 1920, by and between the parties hereto, designated in the files of The Atchison, Topeka and Santa Fe Railway Company as Contract Secretary's No. 18791, the Improvement Company leased to the City for highway purposes all of that certain real property shown outlined by red lines upon print of drawing No. 76-14440, thereto attached and by reference made a part thereof, which agreement the parties now mutually desire to terminate.

AGREEMENT:

IN CONSIDERATION of the premises and other good and valuable considerations from each party to the other moving, the receipt whereof is hereby acknowledged, it is hereby mutually agreed that the aforesaid agreement shall be and it is hereby terminated and cancelled, and of no further force and effect.

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

(SEAL) ATTEST:
A. J. OLMSTED, Assistant Secretary

SANTA FE LAND IMPROVEMENT COMPANY
By U. T. CLOTFELTER

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

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of Common Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with Santa Fe Land Improvement Company, being Document No. 254471.

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

KNOW ALL MEN BY THESE PRESENTS, That CRANE COMPANY, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND TWO HUNDRED FOURTEEN Dollars (\$1,214.00), 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, 1930.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver to said City, f.o.b. cars City spur track at California and Grape Streets, San Diego, California:

20,000' - 3/4" malleable copper service tubing, in 60 foot coils in cases; and
5,000' - 3/4" malleable copper service tubing, in 20 foot straight lengths
in cases;

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 COMPANY
By H. F. ALLISON, Manager, Principal
GREAT AMERICAN INDEMNITY COMPANY
Surety
By L. McCAGG, Attorney-in-fact
By E. K. JAMES, 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 thirty, before me R. L. Paine, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. McCagg and E. K. James and known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named; and they acknowledged to me that such Corporation executed the same.

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

(SEAL) My Commission will expire
Oct. 5, 1931

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

I hereby approve the form of the within Bond, this 15 day of Feb., 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the Common Council of the City of San Diego, California, this 17th day of February, 1930.

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
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 February, 1930, and between The City of San Diego, a municipal corporation in the County of San Diego, 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 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 3/4" malleable copper service tubing, in 60 foot coils in cases; and
- 5,000 - feet of 3/4" malleable copper service tubing, in 20 foot straight lengths in cases;
- 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:

- 20,000' - 3/4" malleable copper service tubing, in 60 foot coils in cases, per hundred feet, -----\$19.55
- 5,000' - 3/4" malleable copper service tubing in 20 foot straight lengths in cases, per hundred feet, ---\$18.85

Said contractor agrees to begin delivery of said material within 60 days from the date of the execution of this contract, and to complete said delivery on or before the 28 day of April, 1930. and after

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:

Upon completion of delivery of said malleable copper service tubing, and the acceptance of the same by the Common Council of said City, 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 shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the material thereunder by the Common Council, when, on proof that the contract has been fully performed, the balance remaining shall be paid 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 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council

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

CRANE COMPANY
By H. F. ALLISON, Manager,
Contractor
M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

I hereby approve the form of the foregoing contract, this 15 day of Feb., 1930.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Crane Company, being Document No. 254604.

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

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 3rd day of March, 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Common Council, hereinafter sometimes designated as the City, and Butterfield Construction Co., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the contractor by the City, in manner and form as hereinafter in attached specifications provided, the contractor hereby covenants and agrees to and with the City, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install Hodges Reservoir-San Dieguito Conduit Betterment Work in the County of San Diego, State of California, being and as per Schedule 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 31st day of January, 1930, marked "Document No. 254154," and endorsed Hodges Reservoir-San Dieguito Conduit Betterment Work said plans consisting of 2 sheets and said specifications consisting of 15 sheets; true copies of the notice inviting bids, proposal of contractor, and plans and specifications are hereunto annexed marked "Exhibit A" by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

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

ARTICLE III. The contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer in Charge Water Development Department of said City, subject to approval by the Common Council.

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

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

ARTICLE VI. The contractor further agrees and covenants that neither the 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 the contractor shall forfeit, as a penalty to the City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

ARTICLE VII. The contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day. It is required that only citizens of San Diego shall be employed on all construction work contemplated by this contract.

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

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

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

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
L. C. MAIRE
S. P. McMULLEN
E. H. DOWELL
Members of the Common Council

BUTTERFIELD CONSTRUCTION CO.
By L. B. BUTTERFIELD, President
A. E. THURSTON, Sect.,

(SEAL)

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

I hereby approve the form of the foregoing contract, this 28 day of Feb., 1930.
M. W. CONKLING, City Attorney of The City of San Diego

By C. L. BYERS

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That the Butterfield Construction Co. as principal and the Maryland Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Nine Thousand Six Hundred Dollars (\$9,600.00) (not less than seventy-five per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of February, 1930.

The condition of the above and foregoing obligation is such that whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Hodges Reservoir-San Dieguito Conduit Betterment Work in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 31st day of January, 1930, marked Document No. 254154, and endorsed Hodges Reservoir-San Dieguito Conduit Betterment Work; said plans consist of 2 sheets, and said specifications consisting of 15 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now, therefore, if the said principal shall faithfully perform the said contract, then the 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.

BUTTERFIELD CONSTRUCTION CO.
By L. B. BUTTERFIELD, Pres.
By A. E. THURSTON, Secretary,
Principal
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney In Fact

(SEAL)

(SEAL)

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

On this 27th day of February, 1930, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen known to me to be the person whose name is subscribed to the within instrument as the Attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY, thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

(SEAL)

C. T. NEILL
Notary Public, in and for said County and State
If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
I hereby approve the form of the within Bond this 28 day of Feb., 1930.
M. W. CONKLING, City Attorney of the
City of San Diego
By C. L. BYERS

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 3rd day of March, 1930.

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
Members of the Common C ouncil.

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

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That the Butterfield Construction Co., as principal, and the Maryland Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Six Thousand Four Hundred Dollars (\$6,400.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of February, 1930.

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 material, labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Hodges Reservoir-San Dieguito Conduit Betterment Work in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 31st day of January, 1930, marked Document No. 254154, and endorsed Hodges Reservoir-San Dieguito Conduit Betterment Work; said plans consisting of 2 sheets and said specifications consisting of 15 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said Contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Six Thousand Four Hundred Dollars (\$6,400.00) being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

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

IN WITNESS WHEREOF, the said principal 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.

BUTTERFIELD CONSTRUCTION CO.
By L. B. BUTTERFIELD, President,
By A. E. THURSTON, Sect., Principal
Principal
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney In Fact

(SEAL)

(SEAL)

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

On this 27th day of February, 1930, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

(SEAL)

C. T. NEILL
Notary Public, in and for said County and State.

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

I hereby approve the form of the within Bond this 28 day of Feb., 1930.

M. W. CONKLING, City Attorney of the
City of San Diego.

By C. L. BYERS,

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of March, 1930.

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

Members of the Common Council.

(SEAL)

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

SPECIFICATIONS GENERAL CONDITIONS

1. Form of Proposal and Signature.- The proposal shall be made - - - - -

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Butterfield Construction Co., exclusive of "contents, notice inviting bids, information for bidders, proposal," etc., being Document No. 255018.

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

THIS AGREEMENT made in duplicate this 26th day of February, 1930, at San Diego, California, by and between M. N. GUHO and M. MILLER, of the City of Los Angeles, State of California, hereinafter called First Party, and JOHN G. WOOD and ALLISON WOOD, co-partners doing business under the firm name and style of JOHN G. WOOD & SON, hereinafter referred to as Second Party;

W I T N E S S E T H:

WHEREAS, First Party has been awarded by the Common Council of the City of San Diego, State of California, the contract for the construction of tunnels No. 1, 2, 3 and 4, of the Otay Reservoir, San Diego, Main Pipe Line, as per schedule 3, proposal A, as described in that certain contract entered into between said City of San Diego and First Party under date of January 14, 1930, and in accordance with those certain plans and specifications filed in the office of the City Clerk of said City of San Diego, marked "Document No. 250-239," and

WHEREAS, said First Party under the aforesaid contract is required among other things to construct and place gunite lining in all of said tunnels all in accordance with said contract, plans and specifications and to the satisfaction of the Hydraulic Engineer in charge, Water Development Department of said City, and to the approval of the said Common Council, and

WHEREAS, Second Party is desirous of placing and constructing all gunite lining in all of said tunnels necessary and required to be done in the construction of said tunnels No. 1, 2, 3 and 4, under the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. First Party agrees to furnish all cement, sand, water and deliver same to the portals of each tunnel and supply and place all re-enforcing material necessary and required for said work of guniting, and also agrees to furnish all necessary lights, and agrees to remove his track from said tunnels and pour the floor at the earliest time satisfactory to the said Hydraulic Engineer in charge, and to pay to Second Party upon performance of the conditions hereinafter set out the unit prices hereinafter stated.

For the shooting and placing of gunite lining as per said plans and specifications and to the satisfaction of said Hydraulic Engineer, as follows, to-wit:

For shooting and placing of all gunite lining in the aforesaid tunnels except in timber sections, the sum of One and 08/100 (\$1.08) Dollars per lineal foot of tunnel.

For shooting and placing gunite lining in said tunnels in timber sections, the sum of Two and 40/100 (\$2.40) Dollars per lineal foot of tunnel.

2. Second party agrees to furnish all labor necessary to place and shoot said gunite lining and will construct said gunite lining to the satisfaction of the said City of San Diego and said Hydraulic Engineer in accordance with plans and specifications herein mentioned, will supply all air pressure and appliances necessary for such work in consideration of the unit prices hereinbefore set out, and do further agree to use the rebound material whenever possible and satisfactory to the Engineer in charge.

3. IT IS MUTUALLY AGREED between the parties hereto that Second Party shall commence said work within twenty-four (24) hours after First Party has completed his work of excavating tunnel No. 4, and shall thereafter diligently prosecute said work to completion, and will complete said work of guniting not later than July 31, 1930, and the guniting of said tunnels shall be carried on in the following order, to-wit:

Within twenty-four (24) hours after the completion of the excavation of tunnel No. 4, as aforesaid, Second Party shall commence his said work of guniting in such tunnel and diligently prosecute his said work in such tunnel to completion thereafter within twenty-four (24) hours after First Party has finished his work of excavating tunnel No. 3, Second Party shall commence work of guniting said tunnel and diligently prosecute his said work to completion in such tunnel.

Within twenty-four (24) hours after the completion of excavation of tunnels No. 1 or No. 2, Second Party shall commence his work of guniting whichever of such tunnels in which such work of excavation had been completed, and thereafter diligently prosecute his work of guniting in such tunnel until completion.

Within twenty-four (24) hours after completion by First Party of excavating the remaining tunnel, Second Party shall commence work of guniting said tunnel and shall thereafter diligently prosecute his work in such tunnel until completion. The work of guniting of all the aforesaid tunnels No. 1, 2, 3 and 4, shall be completed not later than July 31, 1930.

4. Time is of the essence of this contract, and it is further expressly agreed and understood, that in the event, Second Party fails to prosecute and carry on with sufficient expedition in the judgment of the First Party, to comply with the aforesaid time schedule, or fails to carry on his said work to the satisfaction of said Hydraulic Engineer or Common Council of the City of San Diego, that First Party may take over said work and exclude Second Party from further participation therein.

5. Said First Party is to pay said Second Party monies accruing to him hereunder as follows: On each and every alternate Saturday upon estimates being furnished by said Hy-

draulic Engineer, First Party shall pay to Second Party, a sum of money representing an eighty-five (85) per cent of the value of the work done based upon the aforesaid unit prices for the period of time included in such estimate.

The amount withheld, viz: fifteen (15) per cent of the value of said work based upon such contract price shall be paid to Second Party by First Party upon full and complete performance by Second Party of his obligations hereunder, and upon Second Party's proper showing that all bills and charges for labor and materials incurred by Second Party or for his benefit have been fully liquidated and discharged, thirty-five (35) days after work under said contract existing between First Party and the City of San Diego has been officially accepted.

6. First Party reserves the right in lieu of making payments hereunder direct to Second Party to apply the same in payment of bills and charges of third persons, for labor and material, incurred by or for the benefit of Second Party.

7. Second Party, shall at all times maintain such lights and barriers as may be necessary to properly protect his work and fully protect the public from injury or damage in any manner by reason of the work being performed by him hereunder, and further agrees to hold First Party free and harmless at all times from any and all liability, loss or damage arising out of any of the work to be so performed.

8. Said plans and specifications, viz: Document 250-239 aforesaid are incorporated by reference herein, and it is mutually understood and agreed that all work hereunder shall be carried on in conformity therewith.

9. Said Second Party shall at all times hereunder at his proper expense carry both Public Liability Insurance and Workmen's Compensation Insurance fully protecting First Party against all such liabilities.

10. Second Party further agrees to accompany this contract with a bond in the penal sum of Seventy-five Hundred (\$7,500.00) Dollars, conditioned upon the Faithful Performance by Second Party of his obligations hereunder, and further conditioned upon the payment by said Second Party for all materials or supplies furnished in the performance of the work contracted to be done hereunder. Said bond is hereto attached and made a part hereof for any and all purposes.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this ___ day of February, 1930, the day and year first above written.

M. N. GUHO & M. MILLER

By M. N. GUHO,

First Party

JOHN G. WOOD & SON

By JOHN G. WOOD

A. WOOD,

Second Party

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between M. N. Guho & M. Miller and John G. Wood & A. Wood, being Document No. 255074.

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

THIS AGREEMENT made in duplicate this 18th day of February, 1930, at San Diego, California, by and between M. N. GUHO and M. MILLER, of the City of Los Angeles, State of California, hereinafter called First Party, F. C. SMITH, O. A. MAURER, MIKE HUMPHY and JOHN MCCOOL, hereinafter referred to as Second Party;

W I T N E S S E T H:

WHEREAS, First Party has been awarded by the Common Council of the City of San Diego, State of California, the contract for the construction of tunnels No. 1, 2, 3 and 4, of the Otay Reservoir, San Diego, Main Pipe Line, as per schedule 3, proposal A, as described in that certain contract entered into between said City of San Diego and First Party under date of January 14, 1930, and in accordance with those certain plans and specifications filed in the office of the City Clerk of said City of San Diego, marked "Document No. 250-239," and

WHEREAS, said First Party under the aforesaid contract is required among other things to do certain work of excavation in the construction of said tunnels all in accordance with said contract, plans and specifications and to the satisfaction of the Hydraulic Engineer in charge, Water Development Department of said City, and to the approval of said Common Council, and

WHEREAS, Second Party is desirous of doing and performing all excavation work needed, necessary and required to be done in the excavation of and in the construction of said tunnels No. 1, 2, 3 and 4, under the terms and conditions hereinafter set out;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. Second Party agrees to furnish all labor and to do and perform all of the work of excavation needed, necessary and required to be done in the building and construction of said tunnels No. 1, 2, 3 and 4, hereinbefore referred to, in accordance with the said plans and specifications above described and to the satisfaction of said Hydraulic Engineer and Common Council of the City of San Diego, and to furnish all powder or other explosives necessary and required in such work, in consideration of the sum of Three and 50/100 (\$3.50) Dollars per lineal foot of tunnel excavation.

2. First Party agrees to pay Second Party said sum of Three and 50/100 (\$3.50) Dollars per lineal foot of tunnel excavation upon performance by Second Party, in accordance with estimates to be furnished by said Hydraulic Engineer at the times and upon conditions hereinafter set out; and First Party further agrees to furnish tools and machinery for said work of excavation including templates at all faces in all tunnels, and further agrees to furnish a blacksmith and compressor-man for the purpose of keeping the tools sharp and in proper usable condition.

3. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED, that in the event timbering of said tunnels or any of them be required by said City of San Diego, or its Hydraulic Engineer in charge that First Party shall deliver to the portal of any and all such tunnels said timbers fully framed at his own proper expense, and that said Second Party shall place said timber so framed in such tunnels in accordance with said plans and specifications and to the satisfaction of said Hydraulic Engineer, and shall receive as his compensation therefor, the sum of \$20.00 per thousand board feet of timbering so placed.

4. It is mutually agreed between the parties hereto that Second Party shall commence said work on this date, viz: February 18, 1930, and shall diligently prosecute said work thereafter to completion in the method and manner following and complete said work not later than July 15, 1930. Said Second Party shall start work on tunnel No. 4, on two faces, and must fully complete his said work in such tunnel on or before March 17, 1930, using as many shifts of men as shall be necessary to complete said tunnel within such period of time.

Upon completion by Second Party of said work of excavating tunnel No. 4, not later than March 18, 1930, Second Party shall commence work on tunnel No. 3, on two faces and must fully complete his said work in such tunnel on or before May 5, 1930, using as many shifts of men as shall be necessary to complete said tunnel within such period of time.

Upon completion by Second Party of said work of excavating tunnel No. 3, not later than May 6, 1930, Second Party shall commence work of excavating tunnels No. 1 and 2, simultaneously on three or more faces and must fully complete his said work in such tunnels on or before July 15, 1930, using as many shifts of men as shall be necessary to complete said tunnels within such period of time.

4. Time is of the essence of this contract, and it is further expressly agreed and understood; that in the event, Second Party fails to prosecute and carry on with sufficient expedition in the judgment of the First Party, to comply with the aforesaid time schedule, or fails to carry on his said work to the satisfaction of said Hydraulic Engineer or common council of the City of San Diego, that First Party may take over said work and exclude Second Party from further participation therein.

5. Said First Party is to pay said Second Party monies accruing to him hereunder as follows: On each and every alternate Saturday upon estimate being furnished by said Hydraulic Engineer, First Party shall pay to Second Party, a sum of money representing a seventy-five (75%) per cent of the value of the work done based upon the aforesaid unit price for the period of time included in such estimate.

The amount withheld, viz: twenty-five (25%) per cent of the value of said work based upon such contract price shall be paid to Second Party by First Party upon full and complete performance by Second Party of his obligations hereunder, and upon Second Party's proper showing that all bills and charges for labor and materials incurred by Second Party or for his benefit have been fully liquidated and discharged, thirty-five (35) days after work under said contract existing between First Party and the City of San Diego has been officially accepted.

6. First Party reserves the right in lieu of making payments hereunder direct to Second Party to apply the same in payment of bills and charges of third persons, for labor and material, incurred by or for the benefit of Second Party.

7. Said plans and specifications, viz: Document 250-239 aforesaid are incorporated by reference herein, and it is mutually understood and agreed that all work hereunder shall be carried on in conformity therewith.

8. Said Second Party shall at all times hereunder at his proper expense carry both Public Liability Insurance and Workmen's Compensation insurance fully protecting First Party against all such liabilities.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this 21st day of February, 1930, the day and year first above written.

M. N. GUHO and M. MILLER

By M. N. GUHO, First Party

F. C. SMITH

3985 ALABAMA ST. S.D.

O. O. MAURER,

4876 MUIR AVE. S.D. Second Party

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between M. N. Guho & M. Miller and F. C. Smith, O. A. Maurer, Mike H umpy & John McCool, being Document No. 255072.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadsten Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into in triplicate at the City of San Diego, California, this 22 day of January, 1930, by and between R. E. HAZARD CONTRACTING CO., a corporation duly organized and existing under and by virtue of the laws of the State of California, party of the first part, and ERNEST WARD, of San Diego, California, party of the second part;

W I T N E S S E T H:

THAT, WHEREAS, on the 13th day of January, 1930, the party of the first part made and entered into a contract in writing with the City of San Diego, California, wherein and whereby it agreed to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work specified, and to build, erect, construct, complete and install Trench Excavation and Completion of Backfill, Mile 0 to Mile 16.2, except for Bellholes, Structures, Tunnels and Trestles, in the County of San Diego, State of California, being and as per Schedule I - Proposal A, 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 2nd day of November, 1929, marked "Document No. 250, 239", and endorsed Notice inviting Bids, Proposals, Drawings and Specifications, Otay Reservoir-San Diego Second Main Pipe Line, which said contract, and which said plans and specifications, are by this reference thereto made a part of this contract with the same force and effect as though herein fully and severally set forth; and

WHEREAS, it is the desire of the party of the first part to subcontract to the party of the second part the furnishing of all the labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of the said work, and the building, erecting, constructing, completing and installing of all of said work; and it is the desire of the party of the second part to do the said work;

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree, each with the other, as follows, to-wit:

1. Work to be Done

The party of the second part agrees to do and perform all of the matters and things by the party of the first part agreed by it to be done and performed in its contract with the City of San Diego, California, hereinbefore mentioned.

2. Plans, Specifications, etc.

The Party of the second part admits that he, or his authorized representative, has read each and every clause in this contract, and in the said contract of the party of the first part with the said City of San Diego, and in the plans and specifications in the said contract referred to and made a part thereof; and also admits that he personally examined the place wherein said work is to be done and fully understands the said contracts and the said plans and specifications, and fully appreciates the physical conditions to be encountered in the construction of the said work, and hereby agrees that he will comply with all of the terms, covenants, and agreements in the party of the first part's said contract with the City of San Diego, California, and in the said plans and specifications contained.

3. Annulment for Noncompliance.

Party of the second part specifically admits that he has read the following portion of paragraph 36 of the "General Conditions" in the said specifications contained, to-wit:

"Each subcontract shall provide for its annulment at the order of the engineer if, in this opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work, and all work or material furnished by a subcontractor shall be guaranteed by the contractor and the City of San Diego will hold the contractor responsible therefor."

The party of the second part agrees that in the event the said engineer, pursuant to the said provision in the specifications, should order the annulment of this said contract, that the party of the first part shall have the right to annul the same, and that in that event he shall be liable to the party of the first part for all loss and damage by it sustained, or to be sustained, and that no further payments shall be due the second party hereunder until such damage shall have been determined and paid.

4. Prices

And for the furnishing of the labor and material required for, and the doing of the said work, the party of the first part agrees to pay to the party of the second party the following prices, to-wit:

Item No.	Work or Material	Estimated Quantity and Price	Approximate Amount
1.	Unclassified excavation	81,500 cubic yards at Thirty-six cents (\$0.36)	\$29,358.00
2.	Pavement removed and replaced	1,125 square feet at Forty Cents (\$0.40)	450.00
3.	Backfill	42,000 cubic yards at Twelve and One-Half Cents (\$0.12½)	5,250.00
			<hr/> \$35,058.00

5. Payments

Payment for said work is to be made by the party of the first part to the party of the second part when, only, and as by it received from the City of San Diego, California, under the provisions of clause 51 of the said specifications entitled, "Progress Estimates and Payments"; it being understood, however, that party of the second part is only to receive Ninety two and one half (92½%) of the amount of payments (except the last) so received by first party. Upon the receipt of the final payment by first party, it shall pay the second party the balance then due and owing him for the doing of the said work.

It is further agreed that the quantities of the various classes of work hereinbefore stated are approximate only, and that in determining the actual quantities of work done by second party the decision of the Engineer of the said City of San Diego shall be final and binding upon both parties; it being understood that second party shall in no event be entitled to receive pay for any greater quantity of work than that allowed first party by the City of San Diego, and paid by said City to first party.

6. Time for Performing Work

Party of the second part agrees to commence the doing of the said work within the time in first party's said contract with the said City provided for its commencement of said work; agrees to prosecute the same diligently from day to day thereafter, and to fully complete the same within the time specified for the completion thereof by first party in its said contract with the City of San Diego.

7. Failure to Complete Work at the Time Agreed upon.

Should the party of the second part fail to complete the work within the time hereinbefore provided, a deduction of One Hundred Dollars (\$100.00) per day will be made for each and every day, including Sundays and holidays, that such work remains uncompleted after the date required for completion. That said amounts are hereby agreed upon as liquidated damages and loss to the party of the first part on account of loss, liability and expense to it thereby to be caused, and such amount will be deducted from any money due the party of the second part under this contract, and the party of the second part, and his sureties herein-after provided for shall be liable for any excess.

8. Abandonment of Work

The party of the second part further agrees that if the work by him agreed under this contract to be done shall be abandoned, or if at any time the party of the first part shall be of the opinion that the said work is unreasonably delayed, or if the said second party is violating any of the conditions or agreements of this contract, or he should fail to show such progress in the execution of the said work as to give first party reasonable grounds for anticipating that it would not be completed within the time limit hereinbefore mentioned, that then and in that event, or in either or any of these events, the party of the first part shall have the right to notify the party of the second part to immediately discontinue the further prosecution of the said work to be done under this contract; and thereupon the said party of the second part shall immediately cease to continue the prosecution of the said work, or any such part thereof as the first party may designate, and the party of the first part may thereupon, by subcontract or otherwise as it may determine, complete the said work, or portion thereof, and charge the entire expense of completing the same, or any part thereof, to the party of the second part; and for such completion, the party of the first part, for itself, or any subcontractor by it employed, to finish the said work may take possession of and use, or cause to be used, in the completion of the said work, or any part thereof, any materials, machinery, implements, equipment, or tools, that may be found upon the said work, or in the County of San Diego, intended to be used therefor, when such work is ordered discontinued. All expenses charged under this paragraph shall be deducted out of the money then due, or to become due the party of the second part under this contract. In the event the expense of such completion should exceed the said sum, the party of the second part, or his bondsmen, shall pay the same to the party of the first part upon the completion of the said work, and upon demand being made therefor.

9. Compliance with Laws

The party of the second part agrees that in the doing of the said work that he will not permit any laborer, workman or mechanic to work longer than eight hours during any one calendar day, and that he will also furnish first party weekly with an accurate record showing the names and actual hours of work of all workers employed by him or by any subcontractor under him in connection with the said work; and that he will in all respects comply with Section 653-c of the Penal Code of the State of California as amended by the legislature of 1929. Second party further agrees that if the party of the first part is assessed

any fines under the provisions of the said section of the Penal Code by reason of the fact that second party has permitted his employees to work in excess of eight hours per day, then and in that event the said party of the second part shall reimburse the said party of the first part for such fines and all expenses incurred in resisting the same.

10. Minimum Wages to Employees

The party of the second part further agrees that the compensation to be paid for labor or work performed under this contract shall not be less than Two Dollars (\$2.00) per day.

11. Citizens of San Diego Only to be Employed

The party of the second part further agrees that only citizens of San Diego shall be employed by him on all construction work contemplated under this contract.

12. Payment of Bills

The party of the second part further agrees that he will pay all bills for labor, teams, materials and equipment and supplies contracted for by him on account of the work here-in by him agreed to be done, when the same become due and payable, and that he will furnish to the party of the first part at its request satisfactory evidence that all persons who have done work or furnished materials, equipment or supplies to him, and all claims of private corporations or individuals for damages of any kind caused by him in the construction of the said work, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, said second party shall not be entitled to receive any further payments on account of said work.

13. Changes in Work.

Party of the second part understands that under clause 13 of the said specifications the engineer of the City of San Diego has the right to make changes in the work to be done. In the event such changes increase the amount otherwise to be paid to first party, second party shall be entitled to receive eighty-one per cent (81%) thereof. In the event such change decrease the amount otherwise coming to first party, first party shall not be liable to second party on account thereof; it being understood that second party is to be required to do any work which first party under its said contract may be required to do.

14. Extra Work or Material

It is understood that under the said specifications the engineer of the City of San Diego has the right, at any time during the progress of the work, to order work or material not covered by the said specifications. Party of the second part is to do such extra work, and in full payment therefor is to receive eighty-one per cent (81%) of the amount which first party may receive from the City of San Diego for the doing of the same.

15. General Provisions

While certain provisions of first party's said contract, and certain provisions of the said plans and specifications, have been hereinbefore specifically referred to, it is understood that by such reference full compliance with all of the other provisions in first party's said contract, and in the said plans and specifications, is not intended to be waived; it being specifically understood and agreed that in each and every respect that the first party is, or may be, bound by its said contract with the City of San Diego, the party of the second part shall likewise be bound to the party of the first part as fully and as completely as though the first party were the City of San Diego, and as though the second party had entered into the said contract to do the said work.

16. Employer's Liability, Public

Liability and Compensation Insurance

Second party agrees to provide himself with Employer's Liability, Public Liability and Compensation Insurance in conformity with the laws of the State of California, and to furnish the first party with a letter from a responsible surety company that such insurance has been secured.

17. Bond

The party of the second part agrees to furnish the party of the first part with a bond in a surety company acceptable to the first party in the amount of Eighteen Thousand Dollars (\$18,000.00), conditioned that he will faithfully perform this contract, and will pay for all labor and materials by him used in and about the performance of the said work, and this contract shall be of no force and effect until the said bond has been furnished. It is understood, however, that first party shall pay the premium for the writing of the said bond.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

R. E. HAZARD CONTRACTING CO.,

By O. M. HALL, Vice Pres.,

Party of the First Part

ERNEST WARD

Party of the Second Part.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract, between R. E. Hazard Contracting Co. and Ernest Ward, being Document No. 255380

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of March, 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, 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. 12696, of the ordinances of said City, authorizing the execution of this lease, and the ANIMAL RESCUE LEAGUE, 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, to-wit:

Beginning at the juncture of the northwest corner of Leavitt's Addition to the City of San Diego, according to Map No. 117 of record on file in the office of the Recorder of San Diego County, California, and the south boundary line of Pueblo Lot 1299 of said Pueblo Lands of the City of San Diego; thence N 89° 35' 38" West along the south line of said Pueblo Lot 1299 a distance of 660.32 feet to the true point of beginning; thence continuing N 89° 35' 38" West along said south line of Pueblo Lot 1299 a distance of 335.73 feet to the intersection with the easterly line of La Jolla Canyon Drive; then N 1° 48' 08" West

along the easterly line of said La Jolla Canyon Drive a distance of 256.20 feet to a point; thence along the easterly line of said La Jolla Canyon Drive and along the arc of a curve to the right with a radius of 1350 feet and through a central angle of 12° 24' a distance of 292.17 feet to a point; thence N 10° 35' 52" East along the tangent of said curve, and along the easterly line of said La Jolla Canyon Drive a distance of 191.12 feet to a point; thence S 89° 37' 08" East a distance of 291.41 feet to a point; thence S 0° 22' 52" West a distance of 735.00 feet, more or less, to the south line of said Pueblo Lot 1299 and to the true point of beginning;

for a term beginning on January 1st, 1930 and ending December 31st, 1939, at a rental for said period of One Dollar (\$1.00), payable in advance on the date of execution of this lease.

It is agreed by and between the parties hereto that the above described land shall be used for the purpose of maintaining thereon an animal rescue home, and for no other purpose or purposes.

It is further understood and agreed by and between the parties hereto that the Lessee shall, within sixty (60) days after the date of the execution of this lease, commence the erection of a suitable building on said premises, and that the same shall be completed within four (4) months from and after the date of such execution. Said Lessee shall, upon the termination of and the surrender of said premises, be permitted to remove said buildings and improvements constructed by Lessee upon said premises.

It is further agreed and understood by and between the parties hereto that the said Lessee will co-operate with the City Pound Department, and that a satisfactory arrangement will be made between said Lessee and said City Pound Department for the care of all animals delivered to the Lessee by the City Poundmaster.

It is further agreed and understood by and between the parties hereto that a sufficient number of kennels and runways shall be constructed and maintained on said premises by said Lessee to care for all animals delivered to said Lessee by the City Poundmaster.

It is further agreed by and between the parties hereto that the City reserves all gas, oil and mineral rights in and on said land herein leased, with the right to go upon said land and prospect or drill for oil, gas and minerals.

The said City reserves the right of ingress and egress across the property hereinabove to the property occupied by the Boy Scouts, which is situate easterly of the parcel hereinabove described.

It is further agreed by and between the parties hereto this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any portion thereof, without the consent of the Common Council of said City.

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; and the said Lessee does hereby covenant, promise and agree that at the expiration of said term the said Lessee will quit and surrender the said premises in as good state and condition as they are now in, damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED that, anything herein to the contrary notwithstanding, the City shall have, and said City 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 City shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty days' notice of its intention so to do. Such notice may be served upon some person in charge of said demised premises, or may be posted on said demised premises; and said City 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 City, as above provided, prior to the expiration of the term as herein fixed. If the City 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 City 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.

It is further agreed by and between the parties hereto that this lease shall, at the option of the said Lessee, be extended for an additional period of five years from said December 31st, 1939, upon the same terms and conditions as herein contained. PROVIDED, further, that the Lessee, in the event it shall desire to exercise said option for an additional five-year term, shall give to the City a written notice thereof not less than thirty (30) days prior to the expiration of the term of this lease.

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

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

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

ANIMAL RESCUE LEAGUE By MRS. EDW. H. DOWELL, Vice Pres.
MARIE SALTUS,

Lessee

I hereby approve the draft of the foregoing Lease this 18 day of Jan., 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Animal Rescue League, being Document No. 255056.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August W. Shadstrom Deputy.

STANDARD FORM OF GOVERNMENT LEASE
(REAL ESTATE)
LEASE BETWEEN
CITY OF SAN DIEGO, CALIFORNIA
and
THE UNITED STATES OF AMERICA

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. The lease shall be dated.
2. The full name and residence of the lessor shall be clearly written in paragraph 1 of the lease.
3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given.
4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.
5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, following by the name of the partner signing the same.
6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same on its behalf, duly attested, and, if requested by the Government, evident of his authority to so act shall be furnished.
7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.
8. There shall be no deviation from this form without prior approval through the Interdepartmental Board of Contracts and Adjustments, Bureau of the Budget, Washington, D.C. When interlineations, deletions, or other alterations are permitted specific notation of the same shall be entered in the blank space following paragraph 11 before signing.
9. If the property leased in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

LEASE
between
CITY OF SAN DIEGO, CALIFORNIA
and
THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this first day of November, in the year one thousand nine hundred and twenty-nine by and between The City of San Diego, a municipal corporation located in the county of San Diego, State of California, acting by and through the Harbor Commission of said City, whose address is San Diego, California, for its heirs, executors, successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

All that portion of Block 16, of the Municipal Tide Land Subdivision Tract No. 1 as shown on Public Works Drawing numbered NT44/N1(2), a copy of which is attached to and forms a part of this lease, to be used exclusively for the following purposes: Naval Supply Depot storage activities.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 1, 1929 and ending with June 30, 1930.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed at a monthly rental of Fifty Dollars (\$50.00) up to and including June 1931 and at a monthly rental of Two Hundred Dollars (\$200.00) thereafter and otherwise upon the terms and condition herein specified, provided notice be given in writing to the lessor at least one month before this lease would expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of June, 1945.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: Nothing.

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain in the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The Government shall pay the Lessor for the premises rent at the following rate: Fifty Dollars (\$50.00) per month up to and including June 1931 and Two Hundred Dollars (\$200.00) per month thereafter.

Payment shall be made at the end of each half year.

10. Whenever the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, shall terminate at the option of the Government upon giving notice in writing to the Lessor within fifteen days after such fire or casualty, and no rent shall accrue to the Lessor after such termination.

11. No member of or delegate to Congress or Resident Commissioner shall be admitted

to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. Reference is hereby made to all California laws as now existing, and as may be hereafter amended or enacted, applicable to the leasing of tide lands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

Approved as to form

H. C. HOPKINS, Deputy City Attorney

THE CITY OF SAN DIEGO, Lessor

By M. A. GRAHAM

J. C. McCLURE

RUFUS CHOATE

Harbor Commissioners

THE UNITED STATES OF AMERICA

By C. F. ADAMS,

Secretary of the Navy.

ATTEST:

D. F. SELLERS

Judge Advocate General of the Navy

As to C. F. Adams, Secretary of the Navy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with United States of America, being Document No. 255076.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Shadstrom Deputy.

CONTRACT TO CONVEY REAL ESTATE

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 3 day of Mch., 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and R. L. McKELLAR and MATTIE L. McKELLAR, his wife, hereinafter designated as the "Grantors", WITNESSETH:

That Grantors agree to execute a deed to the City of San Diego, for a strip of land 60 feet in width across a portion of Pueblo Lot 1110, said portion of Pueblo Lot 1110 being described as follows:

Beginning 7.58 chains south of southeast corner of Pueblo Lot 1108, then east 6 chains, then south 11.80 chains, then west 6 chains, then north 11.80 chains, in Pueblo Lot 1110, as said Pueblo Lot is shown on the Map of the Pueblo Lands of said City of San Diego, made by James Pasco, a copy of which map is on file in the office of the Recorder of San Diego County, California.

Grantors further agree that they will execute a deed to the City of San Diego for the said strip of land, across the described property, at such time as the Superintendent of Streets of The City of San Diego may direct; and said deed will be executed covering any 60 foot strip across said land as the Superintendent of Streets of said City may determine, after survey made, said survey to be made on or before January 1st, 1931.

It is the intention of this agreement, on the part of Grantors, that the premises above described be held in readiness and free and clear so that the said Grantors may, upon demand by the Superintendent of Streets of said City, execute a deed to such portion to such portion of the lot described, not exceeding a strip 60 feet in width across said lot, as the Superintendent of Streets of said City may determine and direct when he has determined which portion of the lot is desired, according to his survey, for the extension of Texas Street.

R. L. McKELLAR

MATTIE L. McKELLAR,

Grantors

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with R. L. McKellar, et ux., being Document No. 255097.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Shadstrom Deputy

UNDERTAKING FOR STREET LIGHTING PLUMOSA PARK 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 TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$277.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of March, 1930.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE, AMARYLLIS DRIVE and ELLIOTT STREET, in said City, within the limits and as particularly described in Resolution of Intention No. 51995, adopted by the Common Council November 4, 1929, and on file in the office of the City Clerk of said City, 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 obligations to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,
By L. M. KLAUBER, Principal

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary.

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

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

On this 5th day of March, in the year nineteen hundred thirty, before me, Frances S. Bowers, a Notary Public in and for 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 Vice-President and Paul Wolcott, 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 6 day of March, 1930.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 53086 passed and adopted on the 24th day of February, 1930, require and fix the sum of \$277.00 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)

CONTRACT FOR STREET LIGHTING
PLUMOSA PARK LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 10th day of March, 1930, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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 in the City of San Diego, California, to-wit:

POINSETTIA DRIVE, between Elliott Street and Amaryllis Drive;
JONQUIL DRIVE, between Elliott Street and Lotus Drive;
NARCISSUS DRIVE, between Elliott Street and Lotus Drive;
HYACINTH DRIVE, between the westerly prolongation of the northerly line of Wing Street and the northeasterly line of Plumosa Park;
AZALEA DRIVE, between Hyacinth Drive and the northeasterly line of Plumosa Park;
WISTERIA DRIVE, between Azalea Drive and the northeasterly line of Plumosa Park;
LOTUS DRIVE, between Poinsettia Drive and Hyacinth Drive;
PLUMOSA DRIVE, between Hyacinth Drive and Chatsworth Boulevard;
AMARYLLIS DRIVE, between Poinsettia Drive and Lotus Drive; and
ELLIOTT STREET, between Chatsworth Boulevard and the northwesterly line of Plumosa Park;

Together with the maintenance of the posts, wires, conduits and lamps in the said streets, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of eight months and three days from and after October 25, 1929, to-wit, to and including June 27, 1930.

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 Plumosa Park Lighting District No. 1", filed November 16, 1929, 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 \$1105.65, as follows: Eight 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 "Plumosa Park Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$136.50, and one warrant for the sum of \$13.65 to cover the additional three days of said term.

And it is further mutually agreed that no part or portion of said sum of One Thousand and One Hundred Five and 65/100 Dollars (\$1105.65) shall be paid out of any other fund than said special fund designated as "Plumosa Park Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand One Hundred Five and 65/100 Dollars (\$1105.65).

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, 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

By L. M. KLAUBER
THE CITY OF SAN DIEGO
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

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

Members of the Common Council.
Contract, this 6 day of March, 1930.
M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I hereby approve the form of the foregoing Contract, this 6 day of March, 1930.

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. 255214.
ALLEN H. WRIGHT

City Clerk of the City of San Diego, California
By *August M. Hadstone* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That M. FLATLAND, doing business under the firm name and style of GLOBE ELECTRIC WORKS, 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, as held and 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 SIXTY-THREE DOLLARS (\$1263.00), 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 March, 1930.

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 50 ornamental lights, in Mission Beach, in the City of San Diego, at the locations and as particularly shown on the plans and specifications on file in the office of the City Clerk of said City, under Document No. 253920, 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.

GLOBE ELECTRIC WORKS
By M. FLATLAND, Principal
THE AETNA CASUALTY AND SURETY COMPANY
Surety
By FRANK A. SALMONS, Resident Vice-President

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary

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

On this 7th day of March, in the year nineteen hundred thirty, 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 be the Resident Vice-President and Paul Wolcott, 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) FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the within Bond, this 7 day of March, 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of March, 1930.

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

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That M. FLATLAND, doing business under the firm name and style of GLOBE ELECTRIC WORKS, 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 TWO THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$2525.00), 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 7th day of March, 1930

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 M. FLATLAND 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 installation of 50 ornamental lights on Ocean Front Walk, in Mission Beach; in the City of San Diego, at the locations and as particularly shown on the plans and specifications on file in the office of the City Clerk of said City, under Document No. 253920, 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 ___, 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 benefits 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:

GLOBE ELECTRIC WORKS
By M. FLATLAND, Principal
THE AETNA CASUALTY AND SURETY COMPANY,
Surety.
By FRANK A. SALMONS, Resident Vice-
President

(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary

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

On this 7th day of March, in the year nineteen hundred thirty, 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 Vice-President and Paul Wolcott, 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the within Bond, this 7 day of March, 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of March, 1930.

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 March, 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, California, the party of the first part, and hereinafter sometimes designated as the City, and M. FLATLAND, doing business under the firm name and style of GLOBE ELECTRIC WORKS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish 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 fifty (50) ornamental lights on Ocean Front Walk, in Mission Beach, in the City of San Diego, at the locations, of the materials, and as particularly set forth in the plans and specifications therefor, on file in the office of the City Clerk of said City, under Document No. 253920.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of FIVE THOUSAND FIFTY DOLLARS (\$5050.00).

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 ___ 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 FIFTY DOLLARS (\$5050.00) said payments to be made as follows: Upon the completion of the said work, and the acceptance of the same by the Common Council of said City, 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 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 Superintendent of Streets of said City, or such other official of 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 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 Superintendent of Streets, as unfair he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record and ruling.

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

IN WITNESS WHEREOF, this contract is executed by 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 S. P. McMULLEN
L. C. MAIRE
IRA S. IREY
Members of the Common Council.

GLOBE ELECTRIC WORKS
By M. FLATLAND,
Contractor

I hereby approve the form of the foregoing Contract: this 6 day of March, 1930
M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with M. Flatland, doing business as Globe Electric Works, being Document No. 255386.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstone* 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 HUNDRED THIRTY-EIGHT DOLLARS (\$438.00), 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 12th day of March, 1930.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon A STREET, between Sixth Street and Eighth Street; SEVENTH STREET, between B Street and Beech Street; EIGHTH STREET, between B Street and Beech Street; and the north side of ASH STREET, between Seventh Street and Eighth Street; in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
M. B. FOWLER

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER, Principal
THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS, Resident Vice-President, Surety

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

On this 12th day of March, in the year nineteen hundred thirty, 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 Vice-President and Paul Wolcott, 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.

FRANCES S. BOWERS

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this ___ day of ___, 1930.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 53136 passed and adopted on the 3rd day of March, 1930, require and fix the sum of \$438.00 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)

CONTRACT FOR STREET LIGHTING

A STREET LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 17th day of March, 1930, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Common Council of 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, in the City of San Diego, California, to-wit:

A STREET, between Sixth Street and Eighth Street;
SEVENTH STREET, between B Street and Beech Street;
EIGHTH STREET, between B Street and Beech Street; and
The north side of ASH STREET, between Seventh Street and Eighth Street;

Together with the maintenance of the posts, wires, conduits and lamps on said streets, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of seven (7) months and 23 days from and after November 8, 1929, to-wit, to and including June 30, 1930.

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 for "A" Street Lighting District No. 2" filed November 23, 1929, 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 \$1750.58, as follows: Seven (7) 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. 2 Fund", each of said monthly warrants to be drawn for the sum of \$225.40, and one warrant for the sum of \$172.78, to cover the additional 23 days of said term.

And it is further mutually agreed that no part or portion of said sum of One Thousand and Seven Hundred Fifty and 58/100 Dollars (\$1750.58), shall be paid out of any other fund than said special fund designated as "A Street 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 One Thousand Seven Hundred Fifty and 58/100 Dollars (\$1750.58).

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, 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 13 day of March, 1930.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, 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. 255399.

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 this 17th day of March, 1930, by and between THE CITY OF SAN DIEGO, California, a municipal corporation, hereinafter designated as the Lessor, and S. R. ALLEN and GEO. W. GIBSON, hereinafter designated as the Lessee, 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 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-eight (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 two years ending November 30, 1931, at a rental of One Hundred Dollars (\$100.00) per 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 improve- 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 the 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 AGREE, 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, and for the purpose of water development.

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 this day and year first hereinabove written.

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

THE CITY OF SAN DIEGO,
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council

S. R. ALLEN
GEO. W. GIBSON, Lessees
I hereby approve the draft of the foregoing Lease, this 18 day of Jan., 1930.
M. W. CONKLING, City Attorney
By C. L. BYERS, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with S. R. Allen & Geo. W. Gibson, being Document No. 255449.

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 this 17th day of March, 1930, 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 JOHN F. EVANS, 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 City of San Diego, County of San Diego, State of California, to-wit:

A small cottage (formerly occupied by the Superintendent of the Pueblo Farm), located on Pueblo Lot 1311 of the Pueblo Lands of the City of San Diego; for a term of one year commencing on the 1st day of January, 1930, and ending on the 31st day of December, 1930, at a monthly rental of Fifteen Dollars (\$15.00), payable in advance on the first day of each and every month during said term; provided, however, that the sum of Thirty Dollars (\$30.00), being rental for the first and last months of said term, shall be due and payable on the date of the execution of this lease.

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.

It is further agreed that the Lessor shall, at his own charge and expense, keep the walls, roof and exterior portions of said premises in reasonably good repair; but that said Lessor shall not be required to make any repairs to or alterations in the interior of said premises. Said Lessee shall at its own cost and expense maintain and repair the interior portions thereof.

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, pursuant to the authorization contained in Ordinance No. 12665, of the ordinances 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 J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council
JOHN F. EVANS, Lessee.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy
I hereby approve the draft of the foregoing Agreement of Lease, this day of 1930
M. W. CONKLING, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with John F. Evans, being Document No. 255454.

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

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED THIRTY DOLLARS (\$130.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of March, 1930.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into 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 work upon the westerly side of SAN GORGONIO STREET, between the westerly prolongation of the southerly line of Block 127, La Playa, and the westerly prolongation of the northerly line of Block 150, La Playa; LA CRESCENTIA DRIVE, for its entire length; and SAN REMO WAY, for its entire length; 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, Principal

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

(SEAL) ATTEST:
M. B. FOWLER
(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary.

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO.)
On this 14th day of March, in the year nineteen hundred thirty, 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 Vice-President and Paul Wolcott, 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.

FRANCES S. BOWERS

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 17 day of March, 1930.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 53208 passed and adopted on the 10th day of March, 1930, require and fix the sum of \$130.00 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)

CONTRACT FOR STREET LIGHTING

LA PLAYA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 24th day of March, 1930, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first part, 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, in the City of San Diego, California, to-wit: The westerly side of SAN GORGONIO STREET, between the westerly prolongation of the southerly line of Block 127, La Playa, and the westerly prolongation of the northerly line of Block 150, La Playa; LA CRESCENTIA DRIVE, for its entire length; and SAN REMO WAY, for its entire length; together with the maintenance of the standards, wires, conduits and lamps on said streets, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and after November 25, 1929, to-wit, to and including November 24, 1930.

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 Playa Lighting District #1", filed December 7, 1929, 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 Eighteen and 40/100 Dollars (\$518.40) 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 Playa Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of Five Hundred Eighteen and 40/100 Dollars (\$518.40) shall be paid out of any other fund than said special fund designated as "La Playa 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 Eighteen and 40/100 Dollars (\$518.40).

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 expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

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 17 day of March, 1930

M. W. CONKLING, City Attorney

By H. C. HOPKINS, 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. 255531.

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

THIS AGREEMENT, made and entered into this 24th day of March, 1930, between the City of San Diego, a municipal corporation organized and existing under the laws of the State of California, the party of the first part, and Chas. & F. W. Steffgen, hereinafter called the Contractor, the party of the second part.

WITNESSETH:

WHEREAS, the Purchasing Agent of the City of San Diego did heretofore and for the time and in the manner required by law publish the Notice to the Contractors which is bound herewith, and

WHEREAS, in the office of the Purchasing Agent of the City of San Diego, on the 12th day of March, 1930, at the hour of 11 o'clock A.M., all bids received pursuant to such notice, including the bid of said Chas. & F. W. Steffgen which is bound herewith, were opened in the presence of such bidders as were present, and

WHEREAS, at a meeting of said Common Council held on the 17th day of Mar. 1930 at the hour of 10 A.M., a contract was awarded to said Chas. & F. W. Steffgen for the construction of the Broadway Pier extension on the waterfront in the City of San Diego, California in accordance with said bid and with the plans and specifications which are bound herewith or specifically referred to herein,

NOW, THEREFORE, in consideration of the premises, covenants and agreements and of the payments herein specified to be made and performed by the City, said Contractor hereby covenants and agrees as follows:

CONTRACT

To furnish all labor, tools, transportation, materials, (except creosoted piles, which will be furnished by the City of San Diego), supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete the Broadway Pier extension, as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of Eighty Three Thousand Four Hundred Seventy Five Dollars (\$83,475.00)

It is further understood and agreed as follows:

1. The Notice to Contractors, Instructions to Bidders, Proposals, Specifications and Plans are understood to be a part of this contract.
 2. Whenever the words "City", "Engineer" or "Contractor" are used in this agreement, they shall be mutually understood to refer to the City of San Diego, the Consulting Engineer representing the Harbor Department, or the Contractor, acting directly or through their properly authorized representatives, limited to the particular duties entrusted to them.
 3. The Contractor shall give all facilities to the Engineer to examine and determine at all times whether or not the contract is being carried out as specified. Should any question arise as to the conduct of the work or the intent or interpretation of the specifications, or should further explanations or details be required, the Contractor shall apply to said Engineer, allowing him a reasonable time to make the decision and furnish the required information or directions in writing, and the Contractor shall abide by and comply with the same.
 4. The Contractor for said Broadway Pier extension shall commence work within 30 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within one hundred and eighty (180) calendar days after the signing of this agreement by the City of San Diego.
 5. It is further stipulated and agreed that time is the essence of this contract and that in case the work required to be done hereunder is not done within the time specified herein, damage will be sustained by the City, and that from the nature of the case it being impracticable or extremely difficult to fix the actual damage, it is agreed that the sum of Fifty (\$50.00) Dollars per day for each and every day's delay in the completion of the work beyond the time allowed for its completion shall be presumed to be the amount of damage sustained by the City of San Diego, and that said Contractor will pay to the said City, as liquidated damages, the sum of Fifty (\$50.00) Dollars for each and every day's delay in the completion of the work beyond the time allowed herein, and said Contractor agrees to pay said liquidated damages as herein provided and agrees that in case the same are not paid said City of San Diego may deduct the amount thereof from any amount that shall be due to said Contractor under this contract.
 6. Said contractor further agrees, in addition to the foregoing, that said City of San Diego, acting by a majority of the members of its Common Council shall have the absolute right, without notice and at its election, to at once terminate and cancel this contract for any delay in prosecuting the work as agreed or in completing the work; and, further, that the pendency of injunction or other suits against any of the parties to this contract shall not be any excuse or defense whatsoever, to the right of the City of San Diego to terminate the contract, and that thereupon the City may retain the work completed and be liable only for the proportionate payment, subject to deduction for liquidated damages and loss to the City by reason of completing the work at an increased price, either at private contract or after advertisement, as the City of San Diego acting by a majority of the members of its Common Council may determine and this right is hereby given to said City of San Diego.
 7. If the Contractor is obstructed or delayed in the prosecution of the work by causes over which he has no control, he shall have no claim for damages therefor, but he may be given such extension of the time specified herein for the prosecution and completion of the work as the City of San Diego, acting thru the Engineer in charge decides is fair and equitable; provided, that claim for such extension of time shall be made by the Contractor in writing, within one week from the time when such alleged cause for delay shall have occurred.
 8. The Contractor shall so conduct the work as not to interfere with the work of other contractors or workmen employed by the city of San Diego nor to injure their work, and shall promptly make good at his own expense any injury to such work, workmen or contractors by his act or omission. Any differences or conflicts which may arise between the Contractor and other contractors or the workmen of the City in regard to their respective work shall be adjusted and determined by the Engineer.
 9. The Contractor shall constantly give his personal attention to the faithful prosecution of the work; he shall keep the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the whole or any part thereof without the consent or authorization of the Common Council of the City of San Diego. With his request to the Common Council of the City of San Diego for permission to sublet or assign the whole or any part of the herein required work, he shall file a copy of the contract which he proposes to enter into for subletting or assigning the whole or any part of the herein required work, and he shall state the name and place of business of such sub-contractor as he intends employing, together with such other information as will enable the Common Council of the City of San Diego to determine the responsibility and standing of said sub-contractor.
- No subcontract will be considered unless the original contract between the contractor and the City of San Diego is made a part thereof, nor unless it appears to the Common Council of the City of San Diego that the proposed sub-contractor is in every way reliable and responsible and fully able to undertake that portion of the work which it is contemplated to sublet, and to complete said work in accordance with these specifications, and to complete said work in accordance with these specifications, and to the satisfaction of the Common Council of the City of San Diego.

No subcontract shall relieve the Contractor of any of his liabilities or obligations under this contract. He shall not, either legally or equitably, assign any of the moneys payable under this contract or his claim thereto unless with the like consent of the Common Council of the City of San Diego.

10. The Contractor shall maintain an office equipped with telephone instruments connected with local and long distance telephone, in the City of San Diego, during the continuance of his contract and shall have in said office at all times between 8:30 A.M. and 5 P.M. (Sundays and legal holidays excepted) a representative authorized to receive drawings, notices, letters or other communications, and such drawings, notices, letter or other communications, given to or received by such representative shall be deemed to have been given to and received by the Contractor.

11. The delivering at or mailing to the Contractor's office in the City of San Diego (written notice of which address shall be given to the Common Council of the City of San Diego within ten days of the date of the contract), or the delivering to the Contractor in person or to his authorized representative in said City of San Diego of any drawing, notice, letter or other communication shall also be deemed to be a legal and sufficient service thereof upon the Contractor.

12. The Contractor shall be required to have and keep in full force and effect at all times while doing any of the work herein provided, ample and sufficient insurance to meet all obligations of said Contractor that may or could arise under and pursuant to the terms of that certain act entitled "The Workmen's Compensation, Insurance and Safety Act", and shall at all times, on demand of said Common Council exhibit to said Common Council such insurance policies as he, said Contractor, may hold in the fulfillment of this requirement, and in the event that there shall be a disagreement between the Contractor and said Common Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Common Council in that behalf and shall provide sufficient insurance to meet such determination of said Common Council.

13. Should the Engineer in connection with the work herein specified, require any work to be done or material to be furnished, which is not now contemplated or provided for in this contract, or should any alterations or deviations in, additions to, or deductions from the work or materials furnished, as contemplated or provided for in these specifications or shown on the drawings, be required, he may call upon and order the Contractor to perform such additional work or to reduce the amount of the work and the same shall not in any way affect the validity or make void this contract. The amount of such added or omitted work or materials shall be agreed upon in writing and shall be paid for at the agreed price or at actual necessary cost as determined by the Engineer, plus fifteen (15) per cent profit, superintendence and general expenses. The actual necessary cost shall include all expenditures for material, labor and supplies furnished by the Contractor, but will not include any allowance for the use of tools, appliances or machinery, office expenses, general superintendence or other general expenses. The amount of such added or omitted work or material shall be added to or deducted from the amount of the contract as the case may be, and this contract shall not be held to be completed until the work is finished in accordance with the original plans, as amended by such changes, whatever may be the nature or extent thereof; provided, however, that should any such alterations or deviations in, additions to or omissions from said contract, drawings and specifications be made, then the Contractor shall be entitled to such an extension of time for the completion of this contract as may be necessary in the opinion of the Engineer, to complete the work required by such alterations or deviations, or any other work affected by said alterations and deviations in, or omissions from said contract, drawings or specifications. Such work shall be classed as "added" or "reduced" work, and must be authorized by the Engineer in the form of a "Change Order", and accepted by the Contractor in writing, and no such work shall be paid for or deducted unless so ordered and accepted.

14. Partial estimates, based on contract prices, will be made and certified by the Engineer monthly of the amount of work done during the month, or since the previous estimate; and, if the estimate is approved, eighty-five (85) percent thereof shall be paid to the Contractor, and fifteen (15) percent shall be retained by the City until thirty-five (35) days after the whole work contracted for shall have been completed and accepted. Within thirty-five (35) days after the completion of the whole work, the Engineer shall make a final estimate of the entire work done, and upon its approval the City shall pay and the Contractor shall receive the amount thereof as full compensation for the work performed under this contract. But no estimate shall be paid before being certified by the Engineer and approved by the Port Director of the City of San Diego.

15. 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 (\$10.00) Dollars 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.

16. 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 (\$2.00) Dollars per day. All labor employed on said contract shall be citizens of San Diego. The only exception to this rule will be made in the case of officials or superintendents of a company or skilled labor such as divers, etc. that cannot be obtained in San Diego. All labor must be United States citizens.

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

IN WITNESS WHEREOF, the City of San Diego, party of the first part herein, has caused this instrument to be executed by a majority of the members of its Common Council, thereunto duly authorized, and said Contractor, party of the second part has caused this instrument to be executed the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Party of the First Part

CHAS. & F. W. STEFFGEN

CHAS. STEFFGEN

FRED W. STEFFGEN

Contractor, Party of the Second Part.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK,

(SEAL) ATTEST:

V. WANKOWSKI

Notary Public in and for the County of San Diego, State of California. My Commission Expires Feb. 4th, 1934.

CHAS. & F. W. STEFFGEN

CHAS. STEFFGEN

FRED W. STEFFGEN,

Contractor

I hereby approve the form of the foregoing Contract this 21 day of March, 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that Charles & F. W. Steffgen, Charles Steffgen & Fred W. Steffgen of San Diego, Calif., 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 Forty one thousand seven hundred thirty eight Dollars (\$41738 00/100), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds themselves, their heirs, 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 19th day of March, 1930.

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 Charles & F. 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, materials, (except creosoted piles, which will be furnished by the City of San Diego), equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete the Broadway Pier extension in the manner and in the amount; all 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 Charles & F. W. Steffgen, 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.

CHAS. & F. W. STEFFGEN

CHAS. STEFFGEN

FRED W. STEFFGEN,

Principal

MARYLAND CASUALTY COMPANY, Surety

By F. F. EDELEN

Its Attorney In Fact

(SEAL) ATTEST:

F. F. EDELEN.

(SEAL)

STATE OF CALIFORNIA) ss.

COUNTY OF SAN DIEGO)

On this 19th day of March, 1930, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

C. T. NEILL

(SEAL)

Notary Public, in and for said County and State

I hereby approve the form of the within Bond, this 21 day of March, 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, 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 March, 1930.

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy City Clerk

KNOW ALL MEN BY THESE PRESENTS, That Charles & F. W. Steffgen, Charles Steffgen & Fred W. Steffgen of San Diego, California, as Principal and Maryland Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty thousand eight hundred sixty nine (\$20869 00/100), 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, 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 19th day of March, 1930.

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, materials, (except creosoted piles, which will be furnished by the City of San Diego), equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete the Broadway Pier extension in the manner and in the amount; all 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

(SEAL)

CHAS. & F. W. STEFFGEN
CHAS. STEFFGEN
FRED W. STEFFGEN, Principal

MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney In Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 19th day of March, 1930, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

(SEAL)

C. T. NEILL

Notary Public, in and for said County and State

I hereby approve the form of the within bond, this 21 day of March, 1930.

M. W. CONKLING, City Attorney

By C. L. BYERS, 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 March, 1930.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Chas. & F. W. Steffgen, being Document No. 255641.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadston Deputy.

End Book #6