

LEASES & CONTRACTS
BOOK # 7

1

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA STAMP 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 TWO Dollars (\$402.00), 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 26th 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 deliver:

250 Police badges, and
175 Police cap insignia,

in accordance with the plans and specifications on file in the office of the City Clerk of said City under Document No. 254832, referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:

E. H. OLIPHANT, Secy-Treas.

CALIFORNIA STAMP COMPANY,
H. E. BING, Vice Pres., Principal
FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
Surety

(SEAL) ATTEST:

A. C. WILSON, Agent

By HERBERT S. RICHARDS,
Its Attorney-in-Fact
this 26 day of March, 1930.

I hereby approve the form of the within Bond,

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 31st day of March, 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.

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

On this 26th day of March, 1930, 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 and A. C. Wilson, known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as Principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My Commission Expires
Sept. 18, 1933

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

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 26 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, and hereinafter sometimes designated as the City, and CALIFORNIA STAMP COMPANY, party of the second part, and hereinafter designated as the Contractor, WITNESSETH:

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

250 Police badges, and
175 Police cap insignia,

in accordance with the plans and specifications therefor filed in the office of the City Clerk of said City under Document No. 254832.

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

250 Police badges, each; - - - - \$4.40
175 Police cap insignia, each, - \$2.90

Said contractor further agrees that he will furnish and deliver to said City, upon order, additional police badges and cap insignia at the following designated prices, said badges and cap insignia at said prices to be available to The City of San Diego, upon order, for a period of three (3) years from and after the date of the execution of this contract:

Police badges, in lots of 5 or less, each, - - - - \$5.00
" " " " " 6 or more, each, - - - - \$4.50
Police cap insignia, in lots of 5 or less, each, - \$3.50
" " " " " 6 or more, each, - \$3.00

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 26 day of June, 1930.

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 police badges and cap insignia, 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.

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

CALIFORNIA STAMP CO.

H. E. BING, Vice President, Contractor

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

(SEAL) ATTEST:

E. H. OLIPHANT, Secy-Treas.

I hereby approve the form of the foregoing contract, this 25 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 California Stamp Company, being Document No. 255808.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Hadstrom Deputy.

AGREEMENT

FOR CONSTRUCTION OF LONGITUDINAL DRAINAGE DITCH

THIS AGREEMENT, made and entered into this 31st day of March, 1930, by and between SAN DIEGO AND ARIZONA RAILWAY COMPANY, a corporation, hereinafter sometimes called the Licensor, and THE CITY OF SAN DIEGO, a municipal corporation, sometimes hereinafter called the Licensee, both of the City of San Diego, County of San Diego, State of California,

WITNESSETH THAT:

WHEREAS it is necessary and desirable to construct a drainage ditch along the right of way of the Licensor, it is agreed that the Licensor, in consideration of the faithful performance by the Licensee of all the covenants and agreements herein contained and other good and valuable consideration, hereby permits Licensee to construct, reconstruct, maintain and operate a drainage ditch for conveying storm waters; said drainage ditch to be constructed in part upon the property of Licensor at or near Encanto, in the City of San Diego, State of California, in the location as shown in red on the blue print map attached hereto and made a part of this agreement, and more particularly described as follows, to-wit:

Said drainage ditch to be located in part on the northerly fourteen (14') feet of the Licensor's railway right of way on its Lakeside Branch line between Engineer's Station 333/00 and Engineer's Station 371/00 according to the blue print map Number S-427 attached hereto.

Said drainage ditch will be constructed and maintained at the expense of the Licensee.

Licensee will at all times during the life of this agreement maintain said ditch including its southerly side slope within the limits of the fourteen (14') foot strip hereinbefore mentioned and will at its own expense adequately protect said side slope against erosion of the Licensor's 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.

2. 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 drainage ditch, its adjuncts or appurtenances.

3. 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 drainage ditch, 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.

4. 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 restore said premises, as nearly as possible, to the same state and condition they were in prior to the construction of said drainage ditch, failing in which Licensor may perform such work at cost of Licensee, which cost Licensee agrees to pay to Licensor on demand.

5. 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 to the satisfaction of Licensor.

6. Should Licensor at any time require the removal, reconstruction, alteration, or changes in the location of said drainage ditch, Licensee shall, at Licensee's own cost and expense, remove, reconstruct, alter, or make changes in the location of said drainage ditch upon receiving three months written notice from Licensor.

7. 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.

8. In the event Licensee shall discontinue the use of said drainage ditch 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 restore said premises as hereinbefore provided. Should Licensee in such event fail, neglect or refuse to so restore said premises, such restoration may be performed by Licensor at the expense of Licensee, which expense Licensee agrees to pay to Licensor on demand.

9. In the event any work upon or in connection with said drainage ditch 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.

10. 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.

11. 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.

12. This agreement may be terminated by either party hereto by giving six months notice in writing to that effect.

13. 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 F. L. ANNABLE, General Manager,
Licensor

C. W. ABENDROTH (Engineer)
Recommended: J. R. LOWE (Superintendent)
RECOMMENCED: W. J. Daniels (Land & Tax Agent)

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Licensee

(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 Agreement, with SAN DIEGO AND ARIZONA RAILWAY COMPANY, being Document No. 255911.

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 27th day of March, 1930, 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. 12729 of the ordinances of said City, approved Feb. 24, 1930, as Lessor, and RECREATIONAL DEVELOPMENT COMPANY, LTD., 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, 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:

All that certain portion of the Municipal Tidelands Subdivision No. 1, more fully described as follows, to-wit:

Beginning at the intersection of the westerly line of Atlantic Street with the northerly line of Broadway; thence north 89° 58' 20" west 200.12 feet to a point; thence north 0° 01' 40" east 200 feet to a point; thence south 89° 58' 20" east 200.12 feet to a point; thence south 0° 01' 40" west 200 feet to the point of beginning; excepting all that portion utilized, necessary or to be required for clearance, right of way, and proper operation of those certain spur tracks serving the municipal piers.

Also, beginning at the intersection of the westerly line of Belt Street and the northerly line of Broadway; thence north 89° 58' 20" west 200 feet to a point; thence north 0° 01' 40" east 200 feet to a point; thence south 89° 58' 20" east, 200 feet to a point; thence south 0° 01' 40" west 200 feet to the point of beginning; excepting therefrom all that portion utilized, necessary, or to be required for clearance, right of way, and proper operation of the above-mentioned spur tracks; also excepting all that portion occupied by the present Administration Building of the Harbor Department of The City of San Diego.

Also, all of Lots 11 to 16, inclusive, Block 12; all of Lots 11 to 16, inclusive, of Block 13; all in Municipal Tidelands Subdivision No. 1, and the use of all of Belt Street lying southerly of the westerly prolongation of the northerly line of Lots 11, Block 12, Municipal Tidelands Subdivision No. 1; excepting all of that portion utilized, necessary or to be required for clearance, right of way, and proper operation of the above-mentioned spur tracks.

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 27th day of March, 1940, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars (\$100.00) per month for the first three (3) years of said term;

One hundred fifty dollars (\$150.00) per month for the next three (3) years of said term;

Two hundred dollars (\$200.00) per month for the next four (4) years of said term.

All rentals hereunder shall be due and shall be paid monthly in advance on the first day of each and every month during the term of this lease.

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 constructing and maintaining thereon an athletic field for football, baseball, athletic events, and other amusement activities, together with the right to construct such buildings or structures as may be necessary or convenient for conducting and carrying on such activities.

(2) That the said Lessee shall construct a stucco wall along Broadway and portions of Harbor Street and Atlantic Street, in accordance with the recommendation and approval of the Harbor Commission of The City of San Diego.

(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 Harbor Department of said City shall have the right to use approximately one hundred (100) lineal feet of the space underneath the steel bleachers erected on said leased premises for shop purposes, and approximately one hundred (100) lineal feet of the space underneath the wooden portion of the bleachers erected on said premises for storage space; and said bleachers shall be so constructed by said Lessee as to provide said shop and storage space for the use of said Harbor Department.

(5) The business of said Lessee to be conducted upon said premises shall be that of conducting and maintaining an athletic field for football, baseball, athletic events, and other amusement activities.

(6) It is further stipulated and agreed that this lease is made upon the express condition that the said Lessee will dismantle and move the present ball park located upon the tide lands.

(7) 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 buildings and structures erected on said premises, at its own cost and expense.

(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 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 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, 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.

(9) 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.

After and when permanent improvements are installed, then a new and different rental shall be fixed, as per paragraph 3 under remarks in application for lease.

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, Lessor
By M. A. GRAHAM
J. C. McCLURE
RUFUS CHOATE
Members of the Harbor Commission of
The City of San Diego, California.
RECREATIONAL DEVELOPMENT COMPANY, LTD.,
Lessee

By PAUL J. HEALY, Pres.
LENN L. PLATNER, Sec'y.
M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I hereby approve the draft of the foregoing Lease, this 13 day of March, 1930.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Recreational Development Company, Ltd., being Document No. 255969.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 10th day of April, 1930, 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. 12757 of the ordinances of said City, approved March 10th, 1930, as Lessor, and SHELL OIL COMPANY OF CALIFORNIA, a California 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," 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 mean high tide line, ^{where said mean high tide line} would be intersected by the southwesterly prolongation of the northwesterly line of Crosby Street; thence southwesterly along the southwesterly prolongation of the northwesterly line of Crosby Street to an intersection with the U. S. Pierhead line as established in 1912; thence north 50° 50' west along said U. S. Pierhead line to a point where said Pierhead line would be intersected by a line drawn parallel to and distant 100 feet northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street; thence northeasterly along a line drawn parallel to and distant 100 feet northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street to an intersection with the mean high tide line; thence southeasterly along said mean high tide line to 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 five (5) years, to and including the first day of February, 1935, unless sooner terminated as herein provided, 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 (2) 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 two-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, however, that the rental shall not be increased to exceed seventy-five dollars (\$75.00) per month during the last three (3) years 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 and operating thereon wharves and trestles, or both. That said Lessee shall have the right to construct, maintain and operate upon such wharves or trestles, and remove therefrom, pipe lines for the transportation of oil, water and gas, and other substances, and lines for telephone, telegraph, light and/or power purposes, and also such buildings, structures, appliances and appurtenances as may be necessary or convenient for the proper use and enjoyment of said wharves and trestles and for the loading and discharging of cargo upon or from vessels thereat. That said Lessee shall also have the right to dock or cause to be docked vessels at such wharves or trestles for the purpose of loading or discharging cargo, subject to such regulations as are now in force or may be hereafter prescribed by the proper authority of The City of San Diego, covering the dockage of vessels at wharves in the Bay of San Diego.

(2) That all 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) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove from said premises such wharves, trestles, pipe lines, lines for telephone, telegraph, light and/or power purposes, and such buildings, structures, appliances and appurtenances as may have been constructed by said Lessee on said premises.

(4) 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; and it is expressly understood that The City of San Diego shall not bear any of the costs of any dredging whatever from the said leased premises to deep water channel, which will be necessitated by reason of filling done by said The City of San Diego.

(5) It is further stipulated and agreed that this lease is made upon the express condition that the said Lessee will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the said Lessee of said tide lands, as may be required of it by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provisions for the disposal of such storm waters shall be borne wholly by the said Lessee.

(6) In the event that the U. S. Bulkhead Line shall at any time be re-established and moved channelward, then and in that event said Lessee shall have all the additional ground between the 1912 Bulkhead Line and any new bulkhead line, and shall pay rental therefor at such rate as may be determined upon by the Harbor Commission of The City of San Diego.

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

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

(SEAL) ATTEST:

A. R. BRADLEY, Secretary.

SHELL OIL COMPANY, Lessee

By H. L. GALLAGHER, Vice President

I hereby approve the draft of the foregoing Lease, this 28 day of February, 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 Lease, with Shell Oil Company, being Document No. 256091.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Bradstrom Deputy.

CONTRACT

THIS AGREEMENT, made and entered into this 7th day of April, 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 T. F. CARTER, 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 in the Office of the Purchasing Agent of the City of San Diego, held on March 25th, 1930, at the hour of Eleven o'clock A.M., all bids received pursuant to such notice, including the bid of said T. F. Carter, Contractor, 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 March Thirty First at the hour of 10 A.M., a contract was awarded to said T. F. Carter, Contractor, for the construction of the Rear Addition and certain alterations on the Harbor Administration Building, 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 items marked to be moved, 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 the Rear Addition and certain alterations on the Harbor Administration Building as required by and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of Forty six hundred dollars \$4,600.00.

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", "Harbor 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 Rear Addition and certain alterations shall commence work within 8 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within forty-five (45) 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 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 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 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.

9. 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.

10. 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.

11. Should the Harbor 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 shall 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 Harbor 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 Harbor 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 Harbor 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.

12. 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) 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.

13. Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided by this contract to be done shall employ, hire, or use 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 labor, 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.

14. 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. 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.

15. 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
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Party of the First Part

(SEAL) Attest:

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

ATTEST:

G. A. ENGLISH

T. F. CARTER
Contractor, Party of the Second Part

I Hereby Approve the form of the foregoing Contract this 5 day of April, 1930.

M. W. CONKLING
City Attorney
By C. L. BYERS
Deputy City Attorney.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That T. F. Carter of San Diego, California, as Principal, and PUBLIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New Jersey, 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, three hundred no/100 Dollars, (\$2300.00), 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 7th Day of April, 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 T. F. Carter 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 items noted to be moved, 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 Rear Addition and certain alterations to the Harbor Administration Building 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 him, for such labor or materials, or either, or both so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

ATTEST:

G. A. ENGLISH

T. F. CARTER
Principal

PUBLIC INDEMNITY COMPANY
By R. B. ROBERTSON
Attorney in fact

(SEAL)

I hereby approve the form of the within Bond, this 7 day of April, 1930.

M. W. CONKLING
City Attorney
By C. L. BYERS
Deputy City Attorney.

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

On this 7th day of April, 1930, before me, Erma M. Robertson, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared R. B. ROBERTSON, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Public Indemnity Company the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the Public Indemnity Company thereto as surety, and his own name as Attorney-in-Fact. I further certify that said instrument was executed by said R. B. Robertson as Attorney-in-Fact of the Public Indemnity 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) ERMA M. ROBERTSON
Notary Public in and for said County and State.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of April, 1930.

(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.

KNOW ALL MEN BY THESE PRESENTS, That T. F. CARTER, of San Diego, California, as Principal and PUBLIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New Jersey, 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 Fifty & No/100 (\$1150.00), 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 7th day of April, 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 items shown to be moved, which will be furnished by the City of San Diego), equipment and supplies, and other expenses of every kind and description necessary or incidental to this work and to construct, the Rear Addition and certain alterations of the Harbor Administration Building 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.
T. F. CARTER
Principal

ATTEST:
G. A. ENGLISH
PUBLIC INDEMNITY COMPANY
By R. B. ROBERTSON
Attorney in fact

(SEAL) Attest
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 7th day of April, 1930, before me, Erma M. Robertson, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared R. B. Robertson, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Public Indemnity Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the Public Indemnity Company thereto as surety, and his own name as Attorney-in-fact. I further certify that said instrument was executed by said R. B. Robertson, as Attorney-in-Fact of the Public Indemnity 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) ERMA M. ROBERTSON
Notary Public in and for said County and State.

I hereby approve the form of the within Bond, this 7 day of April, 1930.
N. 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 7th day of April, 1930.

(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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with T. F. Carter for Rear Addition to Administration Bldg. Harbor Dept. Being Document No. 256063.

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

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 14th day of April, 1930, by and between THE CITY OF SAN DIEGO, California, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and B. PAROLI, herein-after called 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 those certain parcels of land described under the headings "Parcel 46", "Parcel 47", "Parcel 48", "Parcel 49", "Parcel 50", and "Parcel 54" in that certain trust indenture, San Dieguito Water Company to Union Bank & Trust Company of Los Angeles, Trustee, dated July 1, 1924, and recorded August 5, 1924 in the office of the County Recorder of San Diego County, California, in Book 1020 of Deeds, at page 361 et seq.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term commencing January 1st, 1930 and ending October 31st, 1933, at a rental of Three Hundred Dollars (\$300.00) per year, payable 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 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 construct sufficient fencing upon said premises to keep cattle from straying and that upon the termination of this lease and the surrender of said premises the said fencing shall become the property of the Lessor.

(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, 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. However, in the event of the construction of Sutherland Dam by The City of San Diego, Lessee hereby waives any and all claims for damages or injury to this leasehold by reason of such construction of Sutherland Dam while Lessee remains in possession of the premises hereby demised.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon, except as hereinbefore mentioned, 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, 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 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.

Witnessed by J. B. BROCKETT, Ramona, Calif.
W. C. SAUNDERS

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. Paroli, being Document No. 256198.

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

THE CITY OF SAN DIEGO
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council
B. PAROLI (X) HIS MARK
Lessee

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 21st day of April, 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 Lessor, acting by and through a majority of the members of the Common Council of said City, 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, described as follows, to-wit:

All that real property particularly described under the heading "Parcel 37" of "Part One" of that certain indenture entitled: "Lease and Option to Purchase", executed by and between SAN DIEGUITO WATER COMPANY, a private corporation, and THE CITY OF SAN DIEGO, a municipal corporation, and dated October 5th, 1925, which description is as follows:

All that portion of Rancho San Bernardo in the County of San Diego, State of California, according to Patent Map of said Rancho recorded in Book 2, page 426 of Patents, in the office of the County Recorder of said San Diego County, lying North of Lot Three (3) of said Rancho, as said Lot Three (3) is shown on Sheet No. 2 of Miscellaneous Map No. 20, filed May 8, 1919, in said Recorder's office, and bounded and described as follows, to-wit:

Commencing at a point where the northerly line of said Lot Three (3) intersects the easterly line of a certain unnamed road in said Rancho San Bernardo (said road lying easterly of Lots Four (4) and Five (5) as said lots and said road are shown on said sheet No. 2 of Miscellaneous Map No. 20, filed May 8, 1919, in the office of said County Recorder); running thence north along the easterly line of said unnamed road to the northerly line of that certain tract of land conveyed to Zenas Sikes by deed from Chas. A. Wetmore, et al., recorded in Book 5, page 261 of Deeds, Official Records of said San Diego County; thence in an easterly direction along the northerly line of said tract of land so conveyed to Zenas Sikes, by deed as aforesaid, to a point that is North 84-1/4° West 103.64 chains from the northeast corner of said tract of land so conveyed to Zenas Sikes by deed as aforesaid; running thence South 05° 52' west 4071.6 feet, more or less, to the northeast corner of said Lot Three (3); thence in a westerly direction along the northerly line of said Lot Three (3) to the of commencement;

EXCEPTING therefrom that portion thereof lying below an elevation of 330 feet above sea level according to the United States Geological Survey datum;

Also EXCEPTING therefrom all that portion thereof lying above an elevation of 395 feet above the sea level according to the United States Geological Survey datum;

Subject, however, to that certain right of way as granted by F. C. Foster to the Pacific Telephone and Telegraph Company, a corporation, by an easement dated December 16, 1916, and recorded in Book 723, at page 375 of Deeds, Official Records of San Diego County, California;

And subject also to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three years, commencing on the 1st day of January, 1930, and ending on the 31st day of December, 1932, at a rental of Three Hundred Dollars (\$300.00) 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 (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, 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, and for the purpose of Water Development.

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

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

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

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, and the Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council, Lessor

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

T. A. EVANS, 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 T. A. Evans, being Document No. 256436.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That BLACK & PENN MACHINERY 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 SEVEN HUNDRED NINETY-TWO Dollars (\$792.00), 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 APRIL, 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 at the University Heights Pumping Plant, upon concrete base to be provided by the City: 1 - 5000 g.p.m. booster pump unit, 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.

BLACK & PENN MACHINERY COMPANY,

By W. G. PENN, Sec. & Tres., Principal

(SEAL) ATTEST:

EDITH M. BAUM

GREAT AMERICAN INDEMNITY COMPANY, Surety

By L. McCAGG, Attorney-in-fact

By E. K. JAMES, Attorney-in-fact

(SEAL)

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 18th day of April, 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 by Official Seal, at my office, in the said County of ___, the day and year in this certificate first above written.

(SEAL)

My Commission will Expire

1-12-34

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

I hereby approve the form of the within Bond, this 19 day of April, 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 21st day of April, 1930.

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That BLACK & PENN MACHINERY 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, 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, the sum of ONE THOUSAND FIVE HUNDRED EIGHTY-THREE Dollars (\$1,583.00), 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 18th day of APRIL, 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 BLACK & PENN MACHINERY 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 University Heights Pumping Plant, upon concrete base to be provided by the City: 1 - 5000 g.p.m. booster pump unit, 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:
EDITH M. BAUM

BLACK & PENN MACHINERY COMPANY,
By W. G. PENN, Sec. Tres., Principal

(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 18th day of April, 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 are 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
1-12-34

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 19 day of April, 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 21st day of April, 1930.

(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 21st day of April, 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, and hereinafter sometimes designated as the City, and BLACK & PENN MACHINERY 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 one booster pump unit upon a concrete base to be provided by the City of San Diego, at the University Heights Pumping Plant, in accordance with following specifications:

- 1 - 12" Fig. 800 NE Fairbanks Morse & Company horizontally split case double suction bronze fitted centrifugal pump. Same to be fitted with bronze runner wearing rings and bronze covered shaft where the same passes through the waterways, and with external ring-oiling bearings and ball thrust bearings to compensate hydraulic end thrust. Pump to be mounted on extended cast iron base and fitted with flexible coupling suitable to receive
- 1 - 300 H.P., 3-phase, 440 volt, 60 cycle, 1200 R.P.M. Westinghouse motor with,
- 1 - CR-1034, 300 H.P., 440 volt, 60 cycle, 3-phase hand starting compensator, fitted with over-load and under-voltage protection;

Said pump to have a minimum capacity of 5000 gallons per minute on a discharge head of 75 pounds.

Said contractor further agrees that said hereinabove mentioned pump will perform with the efficiency rating as shown on the "Performance Curve" charts attached to Contractor's letter to A. V. Goeddel, Superintendent of the Purchasing Department, bearing date March 19, 1930, which letter submits Contractor's bid on said pump.

Said contractor agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of THREE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS (\$3165.00).

Said contractor agrees to commence said work within 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 Sixty days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each every and all of the 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: THREE THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS (\$3165.00), 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, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price, and of the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract, 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 of Water Development 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 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 Engineer in charge of Water Development, 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.

(SEAL) ATTEST:
EDITH M. BAUM

BLACK & PENN MACHINERY COMPANY
W. G. PENN, Secy. Tres., Contractor.
Contract this 19 day of April, 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 Black & Penn, being Document No. 256475.

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

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this ___ day of ___, 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 Yglesias Bros., Inc., 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 Spillway Enlargement in the County of San Diego, State of California, being and as per Schedules ___ 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. 254152," and endorsed Hodges Reservoir Spillway Enlargement, said plans consisting of 3 sheets and said specifications consisting of 15 sheets; three 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 be 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, entitled, "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 or 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
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

(SEAL) ATTEST:
MAE WILLIAMS.

YGLESIAS BROS, INC.,
JAS. S. YGLESIAS, Contractor.

(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 17 day of April, 1930
M. W. CONKLING
City Attorney of The City of San Diego
C. L. BYERS

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Yglesias Bros., Inc., as principal, and Southern Surety Co. of New York, a corporation organized and existing under and by virtue of the laws of the State 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, ~~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 Five Hundred Eight Dollars (\$9,508.00), (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 18 day of April, 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 Spillway Enlargement 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. 254152, and endorsed Hodges Reservoir Spillway Enlargement; said plans consisting of 3 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. ^{shall faithfully perform the said contract then the above obligation to be void, otherwise to remain in full force and effect. In witness whereof the said principal}

NOW, THEREFORE, if the said principal, and surety have caused these presents to be executed and their corporate names and seals to be hereunto attached by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:
MAE WILLIAMS

YGLESIAS BROS., INC., Principal
By JAS. S. YGLESIAS

SOUTHERN SURETY COMPANY OF NEW YORK,
Surety

By DONALD B. GOLDSMITH

(SEAL) ATTEST:
PHILIPPINE BECKMAN
STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO.) SS.
CITY OF SAN DIEGO.)

On this 18th day of April, 1930, before me, personally appeared Donald B. Goldsmith Attorney-in-Fact, of the SOUTHERN SURETY COMPANY OF NEW YORK, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resides in San Diego, California; that he is the Attorney-in-Fact of the SOUTHERN SURETY COMPANY OF NEW YORK, the corporation named in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed and executed the said instrument as Attorney-in-Fact of said corporation by like order.
My Commission Expires (SEAL)
Mch. 12, 1934.

HELEN C. WALLACE, Notary Public

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 19 day of April, 1930.

M. W. CONKLING

City Attorney of the City of San Diego.

C. L. BYERS

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 21st day of April, 1930.

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

J. V. ALEXANDER
J. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That Yglesias Bros., Inc., as principal, and Southern Surety Co. of New York, a corporation organized and existing under and by virtue of the laws of the State of New York as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Six Thousand Three Hundred Thirty Nine Dollars (\$6,339.00), (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 18th day of April, 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 Spillway Enlargement 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. 254152, and endorsed Hodges Reservoir Spillway Enlargement; said plans consisting of 3 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 Three Hundred Thirty Nine Dollars (\$6,339.00), 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.

(SEAL) ATTEST:
MAE WILLIAMS

YGLESIAS BROS., INC., Principal
By JAS. S. YGLESIAS

(SEAL) ATTEST
PHILIPPINE BECKMAN

SOUTHERN SURETY COMPANY OF NEW YORK,
By DONALD B. GOLDSMITH Surety

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 19 day of April, 1930.

M. W. CONKLING

City Attorney of the City of San Diego

C. L. BYERS

Approved by a majority of the members of the Common Council of the City of San Diego,

California, this 21st day of April, 1930.

(SEAL)

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.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS
CITY OF SAN DIEGO)

On this 18th day of April, 1930, before me personally appeared Donald B. Goldsmith Attorney-in-Fact of the SOUTHERN SURETY COMPANY OF NEW YORK, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resides in San Diego, Cal.; that he is the Attorney-in-Fact of the SOUTHERN SURETY COMPANY OF NEW YORK, the corporation named in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed and executed the said instrument as Attorney-in-Fact of said corporation by like order.

My Commission Expires

Mch. 12, 1934

(SEAL)

HELEN C. WALLACE, Notary Public

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Yglesias Bros., Inc., being Document No. 256451 (exclusive of specifications, proposal, notices, etc.)

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Shadstrom Deputy.

AGREEMENT

WHEREAS, B. V. Bayne is the owner of Lot 5, Block 5, Loma Alta No. 1; and,
WHEREAS, the provisions of Ordinance No. 12321 of the ordinances of The City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Common Council of The City of San Diego for a special permit to erect a building on the above lot to the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. 53559 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 21st day of April, 1930 by B. V. Bayne, that he will, for and in consideration of the permission granted him to erect a building on the above described property to the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by The City of San Diego and at such time as The City of San Diego may direct. He further agrees that in case The City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property herein mentioned and described shall be made subject to the condition and agreements herein made.

B. V. BAYNE

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

On this 21st day of April, A.D. Nineteen Hundred and Thirty, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared B. V. BAYNE, 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, affixed my official seal, at my office, in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

RECORDED AT REQUEST OF City Clerk Apr. 24, 1930 at 23 Min. past 11 o'clock A.M., In Book No. 1755 Page 431 of DEED Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By L. B. WOODARD, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from B. V. Bayne, being Document No. 256539.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Shadstrom Deputy.

THIS AGREEMENT, made and entered into this 28th day of April, 1930, by and between H. G. FENTON, of San Diego, State of California, party 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, carrying and distribution of water for municipal purposes in The City of San Diego, in said State, and this water system includes the Upper Otay Reservoir; and

WHEREAS, said second party is the owner of certain lands granted to the Southern California Mountain Water Company by Michael Haubert and Anna Haubert on August 30, 1900, as recorded in Book 292 of Deeds, at page 480, Records of San Diego County, California, and now owned and used by the second party as a portion of the flooded area of the Upper Otay Reservoir; and

WHEREAS, said grant contains the following reservation:

"I however reserve the right to pump from the well as described on the attached map whether the water on said reservoir covers said well or not, all the water I can or may pump with one pump, the power of said pump to be derived from one windmill;" and

WHEREAS, the party of the first part has for several years been the owner of the said reservation and the right to pump water to the extent and by the method stated in said reservation; and

WHEREAS, the party of the first part has also been for some time past and is now the owner of the adjacent Janal Rancho to which water has been taken from the Upper Otay Reservoir continuously since 1898 for domestic use and stock purposes; and

WHEREAS, as a result of the building of said reservoir and the impounding of water therein continuously since 1898 has made of the said reserve right to pump water from the said well practically a right to pump water from the reservoir itself, which has been done; and

WHEREAS, it is to the mutual interests of both parties hereto that the rights of the party of the first part to take water from the said Upper Otay Reservoir be more adequately defined and regulated; and

WHEREAS, the party of the first part desires to take the said water no longer by a windmill but by pumps actuated by gasoline or electricity, NOW, THEREFORE,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, that the amount of water which the first party is entitled to take from the said reservoir under the rights already acquired by him as aforesaid shall not at any time exceed an average of ten thousand (10,000) gallons per day in any one month; and it is further agreed in consideration of the premises and the change in the method of diversion of the said water from the said reservoir that the party of the first part will pay to the party of the second part the sum of sixteen and two-thirds (16-2/3) cents per thousand gallons for all water taken hereafter by the said party of the first part from the said Upper Otay Reservoir, said payment to be made monthly.

And it is further understood and agreed that the party of the first part shall pay the party of the second part the cost of installing necessary connections and meters.

IN WITNESS WHEREOF, said H. G. Fenton has hereunto set his hand, and The City of San Diego has caused this instrument to be executed by a majority of the members of the Common Council of said City, as and for the act of said City, the day and year first hereinabove written.

H. G. FENTON

Party of the first part

THE CITY OF SAN DIEGO

Party of the Second Part

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 18 day of April, 1930.

M. W. CONKLING, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with H. G. Fenton, being Document No. 256601

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 31st 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 GIST & BELL 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 expenses necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install Morena Reservoir Dam and Spillway Enlargement 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. 254150," and endorsed Notice Inviting Bids, Proposals, Drawings and Specifications, Morena Reservoir Dam and Spillway and Safe Duty Enlargement; said plans consisting of 10 sheets and said specifications consisting of 27 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, entitled, "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 or 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.

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

GIST & BELL
By JOHN C. GIST
RALPH A. BELL, Contractor

(SEAL) ATTEST:
E. V. DUNN
Notary Public, Los Angeles County, Calif.
My Commission Expires Oct. 18, 1931

(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 29 day of March, 1930.

M. W. CONKLING
City Attorney of The City of San Diego.
C. L. BYERS

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That GIST & BELL, as principal, and Massachusetts Bonding and Insurance Co. 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 Forty-six thousand one hundred seventeen dollars (\$46,117.00) (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 26th 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 all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Morena Reservoir Dam and Spillway Enlargement 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. 254150 and endorsed "Notice Inviting Bids, Proposals, Drawings and Specifications Morena Reservoir Dam and Spillway and Safe Duty Enlargement. Said plans consisting of 10 sheets, and said specifications consisting of 27 sheets; copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

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

IN WITNESS WHEREOF, the said principal 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.

GIST & BELL, Principal
By JOHN C. GIST
RALPH A. BELL
MASSACHUSETTS BONDING AND INCURANCE CO.
By E. V. DUNN, Attorney-in-fact

(SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) SS

On this 26th day of March, A.D. 1930, before me, Dorothy Allen, a Notary Public in and for the County of Los Angeles, personally appeared E. V. Dunn, 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 Los Angeles, County of Los Angeles, the day and year first above written.

(SEAL) DOROTHY ALLEN
My Commission Expires Notary Public in and for the County of Los Angeles,
Sept. 3, 1930. State of California.

I hereby approve the form of the within Bond, this 29 day of March, 1930

M. W. CONKLING
City Attorney of the City of San Diego
C. L. BYERS

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 31st day of March, 1930.

(SEAL)
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.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That GIST & BELL, as principal and Massachusetts Bonding and Insurance Co. 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 Thirty thousand seven hundred forty-five Dollars (\$30,745.00), (not less than fifty per cent of estimated contract price), 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, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. Signed by us and dated this 26th 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 all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Morena Reservoir Dam and Spillway Enlargement 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. 254150 and endorsed "Notice Inviting Bids, Proposals, Drawings and Specifications Morena Reservoir Dam and Spillway and Safe Duty Enlargement; said plans consisting of 10 sheets and said specifications consisting of 27 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 Thirty thousand seven hundred forty-five dollars (\$30,745.00), 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.

GIST & BELL, Principal
By JOHN C. GIST
RALPH A. BELL
MASSACHUSETTS BONDING AND INSURANCE CO.
By E. V. DUNN, Attorney-in-Fact, Surety.

(SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,) ss
COUNTY OF LOS ANGELES)

On this 26th day of March, A.D. 1930, before me, Dorothy Allen, a Notary Public in and for the County of Los Angeles, personally appeared E. V. Dunn, 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 Los Angeles, County of Los Angeles, the day and year first above written.

(SEAL) DOROTHY ALLEN
My Commission Expires Notary Public in and for the County of Los Angeles,
Sept. 3, 1930. State of California.

I hereby approve the form of the within Bond this 29 day of March, 1930.

M. W. CONKLING,
City Attorney of the City of San Diego.
C. L. BYERS

Approved by a majority of the members of the Common Council of the City of San Diego California, this 31st day of March, 1930.

(SEAL)
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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, (exclusive of Notice Inviting Bids, Proposals, Drawings and Specifications, being Document No. 255835.

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

By _____ Deputy.

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 NINE HUNDRED TWENTY-ONE (921) 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 21st day of April, 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 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 westerly line of Park Boulevard, 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, be 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 L. M. KLAUBER, 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 21st day of April, 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. Salmon, 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.

(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 16 day of April, 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. 53424 passed and adopted on the 7th day of April, 1930, require and fix the sum of \$921.00 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 28th day of April, 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 curb lines 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 westerly 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, 1930, to-wit, to and including March 15, 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 University Avenue Lighting District No. 2", filed December 28, 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 Three Thousand Six Hundred Eighty-two and 80/100 Dollars (\$3,682.80) 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 "University Avenue Lighting District No. 2 Fund".

And it is further mutually agreed that no part or portion of said sum of Three Thousand Six Hundred Eighty-two and 80/100 Dollars (\$3,682.80) 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 Three Thousand Six Hundred Eighty-two and 80/100 Dollars (\$3,682.80).

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 L. M. KLAUBER

(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 16 day of April, 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. 256567.

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 24th day of April, 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City pursuant to Ordinance No 12769 of the ordinances of said City, approved March 24th, 1930, as Lessor, and SAN DIEGO MARINE CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the 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, manage and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning on the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473, at a point where a southwesterly prolonged line, distant 50 feet southeasterly and parallel to the southeasterly line of Sampson Street intersects; thence south 39° 15' 55" west parallel to the line of Sampson Street and the production thereof to a point on the United States Pierhead line as established in 1912; thence north 56° 51' west along said pierhead line a distance of 301.72 feet to a point; thence north 39° 15' 55" east to a point on the aforementioned mean high tide line; thence southeasterly along the mean high tide line to the point of beginning; being a strip of land 300 feet in width extending from the mean high tide line to the U.S. Pierhead Line.

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 24th day of April, 1950, unless sooner terminated as herein provided, at the following rentals:

Sixty dollars (\$60.00) 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 the rental above provided, at the end of said five-year period, and/or at the end of each five-year period thereafter during the remainder of said term, is hereby expressly reserved to said City; provided, however, that the rental for the second five-year period of said term shall not exceed the sum of ninety dollars (\$90.00) per month, for the third five-year period of said term shall not exceed the sum of one hundred twenty dollars (\$120.00) per month, and for the last five-year period of said term shall not exceed the sum of one hundred fifty dollars (\$150.00) per month. 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.

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 ordinance 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 in the event a bulkhead is built and dredging done in the vicinity of said leased lands before the expiration of the term of this lease, the Lessee shall remove any and all structures, including wharves and ways erected on said 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 remised 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) It is further stipulated and agreed that this lease is made upon the express condition that the said Lessee will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the Lessee of said tide lands, as may be required of it by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provision for the disposal of such storm waters shall be borne wholly by the said Lessee.

(8) 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 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.

(9) 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 these presents to be executed, and its corporate name and seal to be hereunto subscribed, 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
J. C. McCLURE
RUFUS CHOATE
SAN DIEGO MARINE CONSTRUCTION CO.,
Lessee

By O. J. HALL, Gen. Mgr.
I hereby approve the draft of the foregoing Lease, this 23 day of April, 1930.
M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with San Diego Marine Construction Co., being Document No. 256911.

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

UNDERGROUND CROSSING AGREEMENT

THIS AGREEMENT, made the first day of March, 1930, by and between SAN DIEGO AND ARIZONA RAILWAY COMPANY, a corporation, hereinafter termed Licensor, and City of San Diego, Bureau of Water Development 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" 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 Encanto Station, County of San Diego, and State of California, in the location as shown in red on the blue print map attached hereto and made part hereof, and more particularly described as follows, to-wit:

Across right of way in a southeasterly and northwesterly direction opposite Engr. Sta. 325/65.6 (Westerly of Bridge #13)

Steel pipe to be protected by a re-enforced concrete encasement with a minimum thickness of 12" for the portion of the pipe under Licensor's main track and extending 15 feet each side of the centre line of the said main track, top of re-enforced concrete encasement to be at least 3 feet below bottom of railroad ties.

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, directed 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 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 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 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 which 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 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.

14. This agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect.

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.

16. Licensee will also fully pay entire cost of labor and material necessary to construct and remove the necessary temporary trestle to carry the track during the construction of said pipe line, and replace roadbed and track in the same condition as before construction work was commenced.

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 S. L. ANNABLE, President and General
Manager, Licensor
CITY OF SAN DIEGO, (Licensee)
(See Note)
By J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

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

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO.) SS
CITY OF SAN DIEGO.)

On this 8th day of May, 1930, before me, FRED W. SICK, a Notary Public in and for the County of San Diego, State of California, personally appeared James V. Alexander, Edward H. Dowell, Ira S. Ireby, Louis C. Maire and S. P. McMullen, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, State of California, the day and year in this certificate first 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 within agreement, this 13th day of March, 1930
(SIGNED M. W. CONKLING, City Attorney)
RECORDED AT REQUEST OF City Clerk MAY 13, 1930 at 1 o'clock P.M., in Book 1758,
Page 482 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
Right of Way Agreement, with S.D. & A. RAILWAY CO., being Document No. 257105.
ALLEN H. WRIGHT, City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

Doc. 257105

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into in the County of San Diego, State of California, this 19th day of May, 1930, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the City, and INTERNATIONAL HARVESTER COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Illinois and having a place of business in the County of San Diego State of California, hereinafter called the Company, WITNESSETH:

THAT WHEREAS the Company is the owner of an automobile truck described as Model A-4 International Motor Truck with cab, and the City is desirous of renting the said automobile truck from the Company, it is agreed as follows:

That immediately upon the payment to the Company of one month's rent for the use of said truck, in the sum of Three Hundred Ninety-two Dollars & Seventy Cents (\$392.70), the Company will deliver said truck fully equipped to the possession of the City for its use and benefit as renter. It is agreed that thirty (30) days after said first payment and each and every thirty days thereafter for five successive months, the City will pay to the Company the further monthly rental of Three Hundred Ninety-Two Dollars & Sixty-Six Cents (\$392.66) until a total of Two Thousand Three Hundred Fifty-Six Dollars & Twenty Cents, (\$2,356.20) is paid, as full compensation for the use and rental of said automobile truck.

It is further understood and agreed that if and when the said rental payments are fully made and without further cost to the City, the Company will immediately transfer legal ownership and title of said automobile truck, together with Certificate and Bill of Sale, to the City.

It is further agreed and understood that the City will at its own cost and expense keep said automobile truck fully insured during the full period of this rental and agreement.

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 corporation has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 19th day of May, 1930.

(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.

INTERNATIONAL HARVESTER CO. OF AM.
By FRED W. COLE.
H. C. HOPKINS,
Deputy City Attorney.

I hereby approve the form of the foregoing Agreement, this 16 day of May, 1930.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Rental Agreement, with International Harvester Company of America, being Document No. 257380.

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 we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation created and existing under the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with its principal place of business in the City of Hartford, in said State, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, organized and existing under and by virtue of the laws of the State of California, in the penal sum of THREE HUNDRED EIGHTY-SIX DOLLARS (\$386.00), to be paid to the said The City of San Diego, for which payment well and truly to be made, the said San Diego Consolidated Gas & Electric Company and the said THE AETNA CASUALTY AND SURETY COMPANY, and their and each of their successors and assigns, bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of May, 1930.

THE CONDITIONS OF THE ABOVE AND FOREGOING OBLIGATIONS are such that, WHEREAS, said San Diego Consolidated Gas & Electric Company, as Principal, on the 29th day of May, 1930, entered into the above and foregoing contract with the said The City of San Diego, to maintain all poles, wires, conduits, lamps, arms and all other appliances, and will furnish electric current for the lighting of the ornamental lighting system on EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Altadena Avenue, in the City of San Diego, for a period of one year to and including March 31, 1931, for the prices in said contract specified, the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained report prepared by the City Engineer for the El Cajon Lighting District No. 1, which specifications are on file in the City Engineer's office, which said document is by reference thereto incorporated therein and made a part thereof, and also to protect and hold harmless the said City against all damages, costs or expense on account of damage to person or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract, all as in said contract specifically set forth.

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

(SEAL) ATTEST:
M. B. FOWLER

(SEAL) ATTEST:
ARCHIE R. GOWAN
Resident Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.,
By W. F. RABER

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT, Resident Vice-President

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

On this 26th day of May, 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 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 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 27 day of May, 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 29th day of May, 1930.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By CLARK M. FOOTE, JR., Deputy

J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
Members of the Common Council

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 29th day of May, 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, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City in the manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish the current and to light and maintain the ornamental lighting system on EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Altadena Avenue, in the City of San Diego, California, all in accordance with the specifications as prepared by the City Engineer for the El Cajon Avenue Lighting District No. 1, which specifications are on file in the City Engineer's office.

Said company agrees to furnish the current, light and maintain all the poles, standards, wires, conduits, lamps, arms and appliances making up the ornamental lighting system on El Cajon Avenue, as hereinabove specified, for said period, for the following amount, which amount the City agrees to pay:

- 12 - 400 c.p. lamps burning from dusk to daylight at \$3.50 per lamp per month, or \$42.00 for 12 lamps per month, of a total for 12 lamps for 1 year, of \$504.00
- 13 - 400 c.p. lamps burning from dusk to midnight at \$2.40 per lamp per month, or \$86.40 for 36 lamps per month, or a total for 36 lamps for 1 year of, \$1036.80;

or a total for all lamps for one year of \$1540.80.

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

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements on the part of said company undertaken by it to be performed, hereby agrees with said company to pay it the above set forth amounts, to be paid by a warrant of the said City properly drawn upon an appropriation to be made by said City for said purpose, and said City agrees to provide to ~~provide~~ and set apart by ordinance sufficient money to pay for said lighting and maintenance.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said company has caused its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, this 29th day of May, 1930.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By CLARK M. FOOTE, JR., Deputy.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

E. H. DOWELL

Members of the Common Council

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER

(SEAL) ATTEST:
M. B. FOWLER

I hereby approve the draft of the foregoing Contract, this 27 day of May, 1930.

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 Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 257722.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Stadsen* Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 2d day of June, 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 ED FLETCHER, 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 that land lying west of the main highway not included within the bounds of Torrey Pines Park; situate in the following Pueblo Lots 1323, the north 1/2 of 1324, 1325, 1326, 1330, 1331 and 1333; EXCEPTING a strip of land 100 feet wide west of, adjacent to and parallel with the existing main highway now located thereon; and EXCEPTING all cliff and canyon areas and all areas within the said exterior boundaries wherein the land has less than two feet of soil;

for a term of five years, beginning September 1st, 1930 and ending August 31, 1935, at a rental of Two and 50/100 Dollars (\$2.50) per acre per year for the land now cleared of brush, containing 100 acres more or less; and One Dollar (\$1.00) per year for all uncleared land, approximately 200 acres, payable semi-annually in advance.

It is agreed between the parties hereto that with reference to the above description, that the Superintendent of the Purchasing Department is hereby made the agent of both parties, with authority to designate and determine the exact acreage, within the limits above described; which acreage shall be used as a basis for determining the amount of rent to be paid the City. Both parties hereby agree to accept and ratify the acreage so determined by the said Superintendent of the Purchasing Department.

Said areas of cleared and uncleared land are to be determined in extent and acreage as hereinbefore provided, under the authority conferred upon the Superintendent of the Purchasing Department of said City.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for farming purposes and for no other purposes, and Lessee agrees to care for same and the crops thereon according to the rules of good husbandry.

It is stipulated and agreed by and between the parties hereto that for and in consideration of the City leasing the uncleared land to the Lessee for the sum of \$1.00 per year, that the Lessee will, in a good workmanlike manner, remove and clear the brush from said lands and make the same fit for cultivation, all to be done at Lessee's own expense.

It is further stipulated and agreed that the City shall be under no obligation to furnish, and the Lessee shall have no right to require, the City to furnish water for the use of the Lessee on said premises at any time, except during the months of November, December, January, February and March of each year; and it is hereby agreed between the parties hereto that during the months hereinbefore mentioned the City agrees to sell water required by the Lessee for use upon the said premises, said water to be paid for by the Lessee at the current rate and subject to the regulations and conditions contained in that certain ordinance of the ordinances of The City of San Diego numbered 12418, adopted by the Common Council of said City on July 22, 1929.

It is further agreed by and between the parties hereto that in connection with the above agreement with respect to the furnishing of water, that the City shall be under no obligation whatever with respect to providing pipelines for the distribution of said water on the said premises; and the Lessee hereby agrees to bear all the expense arising from the necessity for expending funds in the construction of pipelines or other appurtenances necessary for the distribution of water.

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 the City shall not be obligated to any expense whatsoever in connection with the leasing of the said premises occasioned by the construction of any improvements, and that the Lessee shall bear the entire expense arising by reason of the construction of any improvements on the said premises. It is further agreed that the said Lessee shall have the privilege, upon the termination of this lease, of removing from said demised premises, at his own expense, all buildings and improvements which have been placed thereon.

Said Lessee does hereby covenant, promise and agree that at the expiration of said term, the said Lessee will quit and surrender said land now cleared of brush in as good state and condition as it is now in, damage by the elements excepted, and will leave said land now uncleared in good condition ready for the plow.

All buildings erected by Lessee on said demised premises shall conform to all requirements of the Building Ordinance of The City of San Diego.

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 in case of the violation by the Lessee of any of the terms and conditions of this lease, the City 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.

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 or 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 numbers, 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.

And it is further agreed that in the event this lease is cancelled, as herein provided, or upon the termination of the terms of the lease, as herein provided, that the Lessee hereby agrees to furnish the City with a good and sufficient quit-claim deed to all premises described herein.

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

I hereby approve the draft of the foregoing Lease this 27 day of May, 1930.
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 Ed Fletcher, being Document No. 257786.

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

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 the 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 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, its duly authorized agents, shall have the privilege of conducting explorations for oil, naphta or petroleum, upon all or any 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 26th day of May, 1930, elects to renew the said lease for the period of ONE YEAR from and after June 30, 1930 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, 1930 and ending June 30, 1931.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA,
By L. W. Wright,
Captain, A.Q.M., U.S.M.C.,
Depot Quartermaster

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease, with U.S. Marine Corps, being Document No. 257864.

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

P E R M I T

PERMIT TO PLACE AND MAINTAIN CERTAIN POLES,
SUPPORTS, WIRES AND FIXTURES FOR AN ELECTRIC
TRANSMISSION LINE UPON A PORTION OF LOT 73
OF THE PARTITION OF RANCHO MISSION OF SAN DIEGO.

PERMISSION IS HEREBY GRANTED the San Diego Consolidated Gas & Electric Company, its successors and assigns, to place and maintain an electric transmission line, with the necessary supports, wires and fixtures, upon a portion of Lot 73 of the Partition of the Rancho Mission of San Diego, as shown in red on the annexed blueprint attached hereto, said portion being a 25-foot strip of land, the center line of which is described as follows:

Beginning at a point on the westerly line of Lot 6, Block H of the Revised Subdivision of Fanita Rancho, as per Map thereof No. 688 filed in the office of the Recorder of the County of San Diego, which point is North 7° 37' West, a distance of 153.8 feet from the southwest corner of said Lot 6, said point being also a point on the easterly line of Lot 73 of the Partition of Rancho Mission of San Diego, as per Partition Map in the action of *Luco vs. Commercial Bank of San Diego*, Superior Court No. 348, filed in the office of the Clerk of the said County of San Diego; thence from said point of beginning North 42° 44' West, a distance of 1335.7 feet; thence North 0° 45' East to the northerly line of that certain portion of said Lot 73 deeded to the City of San Diego by deed recorded in Book 1218 at page 286, Deed Records of said County of San Diego.

This permit is given upon the condition that all poles and supporting structures will be placed on land above the 400 foot contour, and that said line shall be so strung that the sag will not interfere with the use of the surface of the water which might be impounded in case that portion of the property herein described should be embraced within the boundaries of a water reservoir;

And on the further condition that The City of San Diego be granted permission to purchase power for construction purposes from said electric transmission line, at the option of The City of San Diego; and the San Diego Consolidated Gas and Electric Company, by acceptance of this permit, hereby agrees that The City of San Diego have the option of purchasing power from said line, subject to terms and conditions as prescribed by said Gas Company. And further, on the condition that said permission is revocable by giving the San Diego Consolidated Gas & Electric 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 damages to the premises caused thereby shall be made good by the said San Diego Consolidated Gas & Electric Company and 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)

(SEAL) ATTEST: {their names on behalf of The City } THE CITY OF SAN DIEGO,
of San Diego By HARRY C. CLARK, Mayor of said City

ALLEN H. WRIGHT, City Clerk.

I HEREBY APPROVE the draft of the foregoing Permit this 3 day of June, 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 Permit to San Diego Consolidated Gas and Electric Company, being Document No. 257935.

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 EIGHT HUNDRED SEVENTY-TWO (872), 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 June, 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 MISSION BOULEVARD, between the southerly line of Ventura Place and the southerly line of Pacific 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) ATTEST:
P. A. BAILEY

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 9th day of June, 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.

(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 9 day of June, 1930

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 53928 passed and adopted on the 2nd day of June, 1930, require and fix the sum of \$872.00 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 9th day of June, 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 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 the City of San Diego, California; together with the maintenance of said bracket arms, wires and lamps on said Mission Boulevard, 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 May 15, 1930, to-wit, to and including May 14, 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 Mission Beach Lighting District No. 1" filed March 7, 1930 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 THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$3,486.00) 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 "Mission Beach Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Three Thousand and Four Hundred Eighty-six Dollars (\$3,486.00) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Three Thousand Four Hundred Eighty-six Dollars (\$3,486.00).

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. BILEY
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

Members of the Common Council
Contract, this 9 day of June, 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 San Diego Consolidated Gas & Electric Company, being Document No. 258061.

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 1 day of May, 1930, 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 12774 of the ordinances of said City, approved March 31, 1930, as Lessor, and COHN-HOPKINS, 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, 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 on the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court action numbered 35473, at the point where a southwesterly prolonged line distant 220 feet northwesterly and parallel to the northwesterly line of Crosby Street intersects; thence south 39° 18' 15" west parallel to the line of Crosby Street and the production thereof, to a point on the U. S. Pierhead Line as established in 1912; thence north 50° 50' west along said Pierhead line a distance of 95 feet to a point; thence north 39° 18' 15" east to the aforementioned mean high tide line; thence southeasterly along the mean high tide line to the point of beginning; being a strip of land 95 feet in width extending from the mean high tide line to the U. S. Pierhead line.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 30th day of April, 1935, unless sooner terminated as herein provided, at the following rentals:

For the period of said lease up to and including the 30th day of April, 1930, the sum of five hundred twenty-five dollars (\$525.00). For the balance of said term, 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 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.

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, constructing and maintaining thereon a wharf and other structures necessary for the loading and unloading of boats in connection with the carrying on of a fish-canning business.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission.

(3) 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.

(4) 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.

(5) In the event that the Lessee shall fail to erect and maintain a wharf and other structures necessary for the loading and unloading of boats in connection with the carrying on of a fish-canning business upon the said demised land, as above provided, 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.

(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.

IN WITNESSETH 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, Lessor
By M. A. GRAHAM
J. C. McCLURE
RUFUS CHOATE
Members of the Harbor Commission
of The City of San Diego.

(SEAL)

COHN-HOPKINS, INC., Lessee
By R. HOPKINS, President
C. W. BLANEY, Secretary

I hereby approve the draft of the foregoing Lease, this 10 day of May, 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 Lease, with Cohn-Hopkins, Inc., being Document No. 258117.

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

P E R M I T

BOOK 61

PAGE 253

REGULAR MEETING

Monday, May 19th, 1930. 10:00 o'clock A.M.
All members of Board Present

In the Matter of Granting permit to)
the City of San Diego to lay pipe)
lines along County highways.....)

BE IT RESOLVED by the Board of Supervisors of the County of San Diego, as follows:

That The City of San Diego be and hereby is granted permission to install, operate and maintain steel water carrying pipes across and along certain public highways in the County of San Diego, State of California, as hereinafter described, and as shown on the plat accompanying the application on file in this office.

A 40" steel pipe across Telegraph Canyon Road, new Survey No. 127, said pipe to cross said highway about 15 feet easterly from Station 33 of said highway in Quarter Section 64 in Rancho de la Nacion.

A 36" steel pipe across Bonita Road, Road Survey No. 317, said pipe to cross said road about 30 feet westerly from Survey Station 6-14.5 in southwest Quarter Section 73, Rancho de la Nacion.

A 36" steel pipe across Bonita Avenue, said pipe to cross about 12 feet westerly from westerly line of Willow Street, as evidenced by old fence line.

A 36" steel pipe along Willow Street, said pipe to enter street about 100 feet northerly from Bonita Avenue and to be 20 feet west of the first main pipe line to northerly end of street.

A 36" steel pipe across County Highway Route No. 9, Division 1, said pipe to cross between Stations 65-66.23 and 66-86.70 in northwest quarter of Quarter Section No. 73, Rancho de la Nacion.

A 36" steel pipe across County Road, new Survey No. 68, said pipe to cross about 35 feet easterly from Station 36.

A 36" steel pipe across Lemon Grove Boulevard, said pipe to cross said Boulevard about 107 feet westerly from end of curve at Station 137-98.05.

The above permit is granted subject to the condition that the City of San Diego shall save the County harmless from any and all liability for damages by reason of the use of said highways.

Passed and adopted by the Board of Supervisors of the County of San Diego, State of California, this 19th day of May, 1930, by the following vote, to-wit:

AYES: Supervisors, Hastings, Hornbeck, Aul, Good and Hurley

NOES: Supervisors, None

ABSENT: Supervisors, None.

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 Resolution of the Board of Supervisors, adopted May 19th, 1930, granting permit to City of San Diego to lay pipelines along County highways, 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 23rd day of May, A.D., 1930.

J. B. McLEES, Clerk

By HELEN T. BUCK, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution of Board of Supervisors, of the County of San Diego, California, being Document No. 257635.

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

By August M. Hadstrom Deputy

KNOW ALL MEN BY THESE PRESENTS, That NATIONAL IRON WORKS, as Principal and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED TWENTY-TWO Dollars (\$222.00), 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 11th day of June, 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 for the anchorage of the Otay Reservoir-San Diego Second Main Pipe Line the following materials and accessories:

- 176 Wrought iron straps, 3/8" x 4" x 4"
- 88 Wrought iron carrier rods 1" x 9'8", threaded 4-1/2"
- 176 Carrier rod nuts (square) threaded for 1" rods
- 176 Wrought iron carrier rod nut plates, 1/2" x 4" x 10", drilled 1-1/8" hole
- 352 Wrought iron strap bolts, 3/4" x 15", threaded 3"
- 352 Strap bolt nuts (square), threaded for 3/4" bolts
- 352 Cut washers for 3/4" strap bolts
- 352 Wrought iron lag screws, 5/8" x 8"
- 88 Steel carrier plates, 1/2" x 6" x 5'2", rolled to half circle of 18-3/4" radius and corners bent out 1/2",

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:

NATIONAL IRON WORKS
By LEO G. MOORE, Vice. Pres., Principal

MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney In Fact

G. A. ENGLISH

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 11th day of June, 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

Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 12 day of June, 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 16th day of June, 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 16th day of June, 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, and hereinafter sometimes designated as the City, and NATIONAL IRON 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 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:

- 176 Wrought iron straps, 3/8" x 4" x 4", drilled as shown,
- 88 Wrought iron carrier rods 1" x 9'8", threaded 4-1/2"
- 176 Carrier rod nuts (square) threaded for 1" rods
- 176 Wrought iron carrier nut plates, 1/2" x 4" x 10", drilled 1-1/8" hole
- 352 Wrought iron strap bolts, 3/4" x 15", threaded 3"
- 352 Strap bolt nuts (square), threaded for 3/4" bolts
- 352 Cut washers for 3/4" strap bolts
- 352 Wrought iron lag screws, 5/8" x 8"
- 88 Steel carrier plates, 1/2" x 16" x 5'2", rolled to half circle of 18-3/4" radius and corners bent out 1/2",

All in accordance with the specifications therefor on file in the office of the office of the City Clerk of said City, under Document No. 257303;

Said materials and accessories to be delivered 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 EIGHTY-FIVE DOLLARS (\$885.00).

Said contractor agrees to begin delivery of said material within 45 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of Aug., 1930.

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 EIGHTY-FIVE DOLLARS (\$885.00).

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

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.

NATIONAL IRON WORKS

By LEO G. MOORE, Vice Pres., Contractor

(SEAL) ATTEST:

J. L. RUSSELL, Secretary

I hereby approve the form of the foregoing contract this 12 day of June, 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 National Iron Works, being Document No. 258153.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That CHAS. R. McCORMICK LUMBER COMPANY OF DELAWARE as Principal, and the HARTFORD ACCIDENT & INDEMNITY COMPANY, of Hartford, Connecticut, 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 TWO HUNDRED THIRTY-FOUR Dollars (\$234.00), 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 11th day of June, 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:

176 - Douglas fir piles, 20' long, 14" butts, tips not less than 8" in diameter; and

88 - Douglas fir caps, No. 1 common, 6" x 12" x 7';

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.

CHAS. R. McCORMICK LUMBER COMPANY OF DELAWARE

(SEAL) ATTEST:
FRED AMBURGEY

By F. J. GARLAND, District Mgr.,
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety

(SEAL) ATTEST:
E. A. SMITH

By L. W. BARNEY, Attorney-in-Fact

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

On this 11th day of June, in the year one thousand nine hundred and thirty, 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) ATTEST:
My Commission Expires
April 27, 1934.

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

I hereby approve the form of the within Bond, this 12 day of June, 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 9th day of June, 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.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 4th day of June, 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, and hereinafter sometimes designated as the City, and CHAS. R. McCORMICK LUMBER COMPANY OF DELAWARE, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

176 - Douglas fir piles, 20' long, 14" butts, tips not less than 8" in diameter; and

88 - Douglas fir caps, No. 1 common, 6" x 12" x 7'

The Douglas fir piles shall be cut from sound live old growth trees, and shall be free from injurious ring shakes, rot, loose or unsound knots, large knots or other defects, which will materially impair strength or durability. They shall be without short or reverse bends or kinks and shall be peeled free of bark. All 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:

176 - Douglas fir piles, 3520' lin., per lin. foot, -----	\$ 0.22
	-- \$774.40;
88 - Douglas fir caps, 3696' BM, per 1000 feet, -----	\$43.00
	-- \$158.93.

Said contractor agrees to begin delivery of said material within 30 days from and after the date of the execution of this contract, and to complete said delivery on or before the 3rd day of July, 1930.

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 33/100 DOLLARS (\$933.33).

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

CHAS. R. MCCORMICK LUMBER COMPANY OF DELAWARE

By F. J. GARLAND, District Mgr.,
Contractor

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

(SEAL) ATTEST:
FRED AMBURGEY

I hereby approve the form of the foregoing contract, this 12 day of June, 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 Chas. R. McCormick Lumber Company of Delaware, being Document No. 258154.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That T. K. BUCHANAN, 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 PHILADELPHIA 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 (1,000) Dollars (\$1,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this TWELFTH day of JUNE, 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 place and maintain upon the streets of San Diego not less than 150 nor more than 200 trash cans, with the privilege of placing and maintaining advertising matter thereon; and in consideration of which the said Principal has agreed to pay The City of San Diego a sum equal to 10% of the gross receipts resulting from the said business, and in no event to be less than \$6.00 per can per year, payments to be made monthly in advance at the rate of \$6.00 per can per year, with annual audits, and the obligation to pay the additional amounts due under the 10% gross receipts agreement.

And said Principal and Surety hereby guarantee that each and every, the duties, conditions, agreements contained in said contract attached hereto shall be faithfully and promptly carried out in a good workmanlike manner; and guarantee that said payments in said contract referred to shall be made promptly and in the amounts designated in said contract; and that all of those things required to be done under said contract shall be well and duly performed by said Principal, in accordance with the plans, specifications, terms and conditions 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:
G. A. ENGLISH

T. K. BUCHANAN, Principal

(SEAL) ATTEST:
G. SHARMAN

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, Surety
By W. JOHN PEDRONCELLI
W. John Pedroncelli, Attorney-in-Fact

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

On this 12th day of June, in the year one thousand nine hundred and thirty, before me C. E. Stevens, a Notary Public in and for the County of San Diego, personally appeared W. John Pedroncelli 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.

C. E. STEVENS

(SEAL) Notary Public in and for the County of __ State of California.

I hereby approve the form of the within Bond, this 14 day of June, 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 16th day of June, 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.

AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 16th day of June, 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, and T. K. BUCHANAN, hereinafter called the Licensee, WITNESSETH:

WHEREAS, Licensee is engaged in the business of placing and maintaining sanitary refuse containers, sometimes called trash cans, upon the public streets of cities and in the leasing of advertising space thereon; and Licensee is now desirous of securing from The City of San Diego the license and privilege of placing said sanitary receptacles, with advertising space thereon, upon said public streets and places in the City of San Diego; and

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

In consideration of the payments hereinafter mentioned to be made to The City of San Diego, the promises on the part of the Licensee to be kept and performed, and for other valuable consideration, the City hereby grants to the Licensee the right, privilege and license to place not less than one hundred and fifty (150) nor more than two hundred (200) sanitary refuse cans, with advertising space thereon, upon the public streets and places in the City of San Diego, subject to the following conditions:

1st: It is hereby agreed that the locations of said cans shall be subject to the designation thereof by the Manager of Operation of The City of San Diego, and changes thereof shall be subject to the direction and control of the said Manager of Operation.

2nd: That the term of this agreement be for a period of five (5) years. That the Licensee may use said waste receptacles for the purpose of placing advertising matter thereon, provided, however, that no objectionable advertisements shall be placed thereon and all advertising shall be subject to the approval of the Manager of Operation of The City of San Diego.

3rd: Said Licensee shall at all times keep and maintain each and all of said receptacles in a good state of repair and in a neat, clean and sanitary condition and to the satisfaction of the said Manager of Operation.

4th: No garbage or market refuse shall be permitted to be deposited in any of said receptacles, but the same shall be used only for the deposit of rubbish or waste matter. The terms "garbage", "market refuse" and "waste matter" shall include the substances enumerated in the definitions of said terms as the same are set forth in Ordinance No. 7619 of the ordinances of The City of San Diego and ordinances amendatory thereto.

5th: It is agreed that the said Licensee, in consideration of the right to place and maintain said trash cans, will pay to The City of San Diego a sum equal to ten per cent. (10%) of the gross receipts realized from the operation of said business; and it is further agreed that the said 10% of the gross receipts shall never be less than Six Dollars (\$6.00) per can per year; and the Licensee hereby guarantees and agrees to pay The City of San Diego the above amounts at the rate of Six Dollars (\$6.00) per can per year, payable monthly in advance, and to keep proper books of his business and to make an annual audit of the said books showing the gross receipts for said periods; and said Licensee agrees to pay annually the difference between \$6.00 per can per year and the sum equal to 10% of the gross receipts for said period, said annual audit to be made on or before the 30th day of June of each year.

6th: Licensee further agrees to purchase the necessary trash receptacles in San Diego of San Diego merchants, and to employ only bona fide residents and citizens of the City of San Diego in the conduct of his business.

7th: Licensee further agrees to furnish a good and sufficient bond to The City of San Diego in the sum of One Thousand Dollars (\$1,000.00), to be conditioned upon the faithful performance of this contract.

8th: It is further agreed that The City of San Diego will at such times as the Manager of Operation may direct, empty and remove the trash from said cans, at the expense of the City.

9th: It is further agreed by and between the parties hereto that this contract shall be subject to termination by The City of San Diego at such time as the Common Council of said City may designate by resolution, and in case of such termination The City of San Diego shall not be liable for any damages, costs or expenses incurred in the operation of said business under the terms of this contract.

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 Licensee 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 S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council
T. K. BUCHANAN, Licensee

I hereby approve the draft of the foregoing Agreement this 14 day of June, 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 Contract, with T. K. Buchanan, being Document No. 258217.

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 22 day of May, 1930, 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. 12810 of the ordinances of said City, approved April 21st, 1930, as Lessor, and SAN DIEGO AND ARIZONA RAILWAY COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Plat Number One.

Beginning at the intersection of the westerly line line of 16th Street and the northerly line of Newton Avenue; thence S. 21° 31' 39" W. a distance of 55.66 feet to a point; thence S. 39° 18' 40" W. 617.6 feet to an intersection with the center line of the present main track of the San Diego and Arizona Railway at Engineer's Survey Station 101/06.06 feet of said center line of track; thence N. 48° 07' 28" W. along said center line of track a distance of 1208.59 feet to an intersection with the Mean High Tide Line of the Bay of San Diego, as established by that certain Superior Court Action Number 35473; thence along said Mean High Tide Line of the Bay of San Diego S. 86° 24' 55" E. 78.18 feet to a point; thence N. 63° 54' 05" E. 1.67 feet to the true point of commencement of that certain parcel of land hereinafter to be known as Plat Number One of this survey; thence continuing N. 63° 54' 05" E. 106.045 feet to a point; thence S. 61° 14' 30" E. 130.385 feet to a point; thence S. 61° 57' 55" E. 100.026 feet to a point; thence S. 62° 52' 55" E. 100.02 feet to a point; thence S. 66° 42' 55" E. 100.18 feet to a point; thence S. 66° 15' 55" E. 100.136 feet to a point; thence S. 60° 31' 55" E. 100.115 feet to a point; thence S. 60° 10' 55" E. 100.147 feet to a point; thence S. 54° 11' 55" E. 101.270 feet to a point; thence S. 15° 10' 40" E. 104.635 feet to a point;

thence S. 3° 12' 35" W. 106.837 feet to a point; thence S. 30° 46' 35" W. 100.742 feet to a point; thence S. 0° 35' 35" W. 72.338 feet to a point; thence N. 48° 07' 28" W. 1068.71 feet to the true point of commencement, containing an area of 217,667 square feet, more or less.

Said premises being further described as that portion of the tide lands shown in green on the map filed in the evidence in Superior Court Case No. 56692, San Diego County, California.

Plat Number Two

Beginning at the intersection of the westerly line of 16th Street with the northerly line of Newton Avenue; thence S. 21° 31' 39" W. a distance of 55.66 feet to a point; thence S. 39° 18' 40" W. 617.60 feet to an intersection with the center line of the existing main track of the San Diego & Arizona Railway at Engineer's Survey Station 101/06.06 thence N. 48° 07' 28" W. 21.461 feet to an intersection with the Mean High Tide Line of the Bay of San Diego as established by that certain Superior Court Action Numbered 35473; thence along said Mean High Tide Line S. 13° 16' 25" E. 85.827 feet to a point; thence S. 81° 21' 25" W. 1.236 feet to a point, said point being the true point of commencement for that certain parcel of land hereinafter to be known as Plat Number Two of this Survey; thence continuing S. 81° 21' 25" W. 185.079 feet to a point; thence N. 51° 51' 51" W. 608.170 feet to a point; thence N. 35° 30' 55" W. 406.553 feet to a point of curve to the left whose center bears S. 54° 29' 05" W. 2864.83 feet; thence along said curve to the left through an angle of 3° 11' 04" a distance of 159.22 feet to an intersection with the above described Mean High Tide Line of the Bay of San Diego; thence N. 43° 34' 05" E. 63.497 feet to a point; thence S. 48° 07' 28" E. 1275.725 feet to the true point of commencement, said parcel or plat of land containing an area of 174,118 square feet, more or less.

Said premises being further described as that portion of the tide lands shown in pink on the map filed in the evidence in Superior Court Case No. 56692, San Diego County, California.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a term of years commencing on the 4th day of May, 1930, and ending on the 4th day of August, 1958, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars (\$100.00) per year, payable in advance on the first day of each and every year during said term.

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 such purposes as are provided for or permitted under the provisions of the Act of May 1st, 1911, and amendments thereto, and such amendments as may hereafter be enacted.

(2) That the Lessee shall, at its own cost and expense, provide and maintain drainage for storm and surface waters over and across the said leased property, but that said Lessee shall not be obligated to pay for the installation or extension of the Switzer Canyon Storm Drain if and when said storm drain shall be constructed.

(3) 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 said leased premises above described.

(4) That all plans for buildings and structures to be placed on said leased premises shall comply with all lawful rules and regulations of the Harbor Commission of The City of San Diego; and the Lessee shall comply with the statutes, rules and regulations of the United States Government and departments thereof, and of the State of California, and the ordinances, rules and regulations of The City of San Diego, in its use of said leased premises.

(5) That before the expiration of the term of this lease the Lessee may at its option remove any and all structures and improvements from said leased premises.

(6) 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; any 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 therein.

(7) In the event the Lessee shall fail or refuse to perform the obligations or meet the conditions by it under this lease undertaken, then and in that event said 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 Lessee, in accepting this lease, acknowledges the right of The City of San Diego to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinabove mentioned.

(8) That if the Lessee shall hold over beyond the expiration of this lease or the breach of any of the conditions which shall terminate this lease, the Lessee shall be deemed guilty of forcible entry of said premises, and shall be subject to eviction and removal forcibly or otherwise by the Lessor with or without process of law.

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, Lessor
By M. A. GRAHAM
J. C. McCLURE
RUFUS CHOATE
Members of the Harbor Commission of
The City of San Diego.

(SEAL) ATTEST:
L. J. MASSON

SAN DIEGO AND ARIZONA RAILWAY CO.,
Lessee
By F. L. ANNABLE, President & General
Manager

I hereby approve the draft of the foregoing Lease, this 20 day of June, 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 Lease, with San Diego & Arizona Ry. Co. being Document No. 258318

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 22 day of May, 1930, 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. 12811 of the ordinances of said City, approved April 21st, 1930, as Lessor, and SAN DIEGO AND ARIZONA RAILWAY COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the intersection of the westerly line of 16th Street and the northerly line of Newton Avenue; thence S. 21° 31' 39" W. 55.66 feet; thence S. 39° 18' 40" W. 617.60 feet to an intersection with the center line of present main track of the San Diego and Arizona Railway at Engineer's Survey Station 101/06.06 of said center line of track; thence N. 48° 07' 28" W. along said center line of main track 21.461 feet to a point of intersection with the mean high tide line of the Bay of San Diego as established by that certain Superior Court Action No. 35473, said point being the true point of commencement of this description; thence S. 13° 16' 25" E. 85.827 feet; thence S. 81° 21' 25" W. 1.236 feet; thence N. 48° 07' 28" W. 1275.725 feet; thence N. 43° 34' 05" E. 35.899 feet; thence S. 86° 24' 55" E. 100.95 feet; thence N. 63° 54' 05" E. 1.67 feet; thence S. 48° 07' 28" E. 1068.71 feet; thence S. 0° 35' 35" W. 36.48 feet; thence S. 13° 16' 25" E. 39.538 feet to the true point of commencement.

Said premises being further described as that portion of the tide lands shown in yellow on the map filed in evidence in Superior Court Case No. 56692, San Diego County, California.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a term of fifty (50) years, to and including the 31st day of December, 1979, unless sooner terminated as herein provided, at the following rentals:

One Dollar (\$1.00) per year, payable in advance on the first day of each and every year during said term.

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 such purposes as are provided for or permitted under the provisions of the Act of May 1st, 1911, and amendments thereto, and such amendments as may hereafter be enacted.

(2) That the Lessee shall, at its own cost and expense, provide and maintain drainage for storm and surface waters over and across the said leased property, but that said Lessee shall not be obligated to pay for the installation or extension of the Switzer Canyon storm drain if and when said storm drain shall be constructed.

(3) 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 said leased premises above described.

(4) That all plans for buildings and structures to be placed on said leased premises shall comply with all lawful rules and regulations of the Harbor Commission of The City of San Diego; and the Lessee shall comply with the statutes, rules and regulations of the United States Government and Departments thereof, and of the State of California, and the ordinances, rules and regulations of The City of San Diego, in its use of said leased premises.

(5) That before the expiration of the term of this lease the Lessee may at its option remove any and all structures and improvements from said leased premises.

(6) That the execution and acceptance of this lease by the Lessee shall not be deemed or construed as an admission on its part that it has not, at the present time, and has not since the 10th day of December, 1909, or will not in the future, have the right, independently of said lease, to construct, reconstruct and maintain tracks upon said leased premises, and to operate engines, trains and cars thereon.

(7) 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.

(8) In the event the Lessee shall fail or refuse to perform the obligations or meet the conditions by it under this lease undertaken, then and in that event said lease, and all of the rights of the Lessee thereunder 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 the said Lessee, in accepting this lease, hereby acknowledges the right of The City of San Diego to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinabove mentioned.

(9) That if the Lessee shall hold over beyond the expiration of this lease or the breach of any of the conditions which shall terminate said lease, the Lessee shall be deemed guilty of forcible entry of said premises, and shall be subject to eviction and removal forcibly or otherwise by the Lessor with or without process of law.

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:
L. J. MASSON

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.

SAN DIEGO AND ARIZONA RAILWAY CO., Lessee
By F. L. ANNABLE, President & General
Manager

I HEREBY APPROVE the draft of the foregoing Lease, this 20 day of June, 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 Lease, with San Diego and Arizona Railway Company, being Document No. 258319.

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 ONE HUNDRED THIRTEEN DOLLARS (\$1,113), 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 26th day of June, 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 LOCUST STREET, EVERGREEN STREET, WILLOW STREET, PLUM STREET, CLOVE STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, CHATSWORTH BOULEVARD, LYTTON STREET, ROSECRANS STREET, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE and AMARYLLIS DRIVE, in said City, within the limits and as particularly described in Resolution of Intention No. 53267, adopted by the Common Council on March 17, 1930, 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

(SEAL) ATTEST:

M. B. FOWLER

(SEAL) ATTEST:

PAUL WOLCOTT,

Resident Assistant Secretary

By L. M. KLAUBER, 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 26th day of June, 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 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 18 day of June, 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. 54030 passed and adopted on the 16th day of June, 1930, require and fix the sum of \$1,113.00 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

LOMA PORTAL LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 30th day of June, 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:

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 Willow Street and the northwesterly line of Plumosa Park;
 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);

On the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly and Lytton Street;

On POINSETTIA DRIVE, between Elliott Street and Amaryllis Drive;

On JONQUIL DRIVE, between Elliott Street and Lotus Drive;

On NARCISSUS DRIVE, between Elliott Street and Lotus Drive;

On HYACINTH DRIVE, between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park;

On AZALEA DRIVE, between Hyacinth Drive and the northeasterly line of Plumosa Park;

On WISTERIA DRIVE, between Azalea Drive and the northeasterly line of Plumosa Park;

On LOTUS DRIVE, between Poinsettia Drive and Hyacinth Drive;

On PLUMOSA DRIVE, between Hyacinth Drive and Chatsworth Boulevard; and

On AMARYLLIS DRIVE, between Poinsettia Drive and Lotus Drive;

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 June 28, 1930, to and including June 27, 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 Loma Lighting District No. 1", filed March 26, 1930, 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 FOUR THOUSAND FOUR HUNDRED FORTY-NINE and 60/100 DOLLARS (\$4,449.60) 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 "Loma Portal Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Four Thousand Four Hundred Forty-nine and 60/100 Dollars (\$4,449.60) 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 Four Thousand Four Hundred Forty-nine and 60/100 Dollars (\$4,449.60).

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

(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.

I hereby approve the form of the foregoing Contract, this 18 day of June, 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. 258568.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madström Deputy.

A G R E E M E N T

WHEREAS, E. S. LITCHFIELD is the owner of Lots 1, 2 and 3, Block 53, City Heights Sub-division; and,

WHEREAS, the provisions of Ordinance No. 12321 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. 53974, suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any established and designated by the said City of San Diego. Now therefore,

WITNESS THIS AGREEMENT, signed and executed this 2d day of June, 1930, by E. S. Litchfield, that he will, for and in consideration of the permission granted him to erect a building on the above described property to the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

E. S. LITCHFIELD

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

On this 2d day of June, A.D. Nineteen Hundred and Thirty, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. S. Litchfield, 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. SICK, Notary

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

(SEAL)

RECORDED AT REQUEST OF City Clerk JUL 1, 1930 at 9 Min. past 9 o'clock A.M., in Book No. 11789 Page 156, of Deed Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with E. S. Litchfield, being Document No. 258565.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of July, 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 GARNET STREET, between the westerly line of Cass Street and the northeasterly line of Ocean Boulevard, 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 hereby 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, 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 11th day of July, 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 11 day of July, 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. 54203 passed and adopted on the 30th day of June, 1930, require and fix the sum of \$150.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING

THIS AGREEMENT, made and entered into this 14th day of July, 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 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, 1930, to-wit, to and including the 24th day of April, 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 Modified Report on Garnet Street Lighting District No. 1" filed May 23, 1930 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-three and 60/100 Dollars (\$593.60); 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 "Garnet Street Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Five Hundred Ninety-three and 60/100 Dollars (\$593.60) 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 Five Hundred Ninety-three and 60/100 Dollars (\$593.60).

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

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

I hereby approve the form of the foregoing Contract, this 7th day of July, 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. 258976.

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 NINE HUNDRED TWENTY DOLLARS (\$23,920), 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.

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, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST STREET, SECOND STREET, THIRD STREET, FOURTH STREET, FIFTH AVENUE, SIXTH STREET, SEVENTH STREET, EIGHTH STREET, NINTH STREET, TENTH STREET, ELEVENTH STREET, TWELFTH STREET, SIXTEENTH STREET, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, MARKET STREET, IMPERIAL AVENUE and NATIONAL AVENUE, in said City, within the limits and as particularly described in Resolution of Intention No. 53316, adopted by the Common Council March 24, 1930, 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.

(SEAL) ATTEST:
M. W. 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

(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary
STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO.)

On this 11th day of July, 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 herunto set my hand and 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 7 day of July, 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. 54202 passed and adopted on the 30th day of June, 1930, require and fix the sum of \$23,920.00 as the penal sum of the foregoing Undertaking

ALLEN H. WRIGHT

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING

THIS AGREEMENT, made and entered into this 14th day of July, 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:

INDIA STREET, between Ivy Street and Broadway;
COLUMBIA STREET, between Beech Street and Broadway;
STATE STREET, between Elm Street and Broadway;
FRONT STREET, between B Street and Broadway;
FIRST STREET, between Beech Street and Broadway;
SECOND STREET, between B Street and Broadway;
THIRD STREET, between A Street and Market Street;
FOURTH STREET, between Ivy Street and Market Street;
FIFTH AVENUE, between Laurel Street and K Street;
SIXTH STREET, between A Street and Island Avenue;
SEVENTH STREET, between Beech Street and F Street;
EIGHTH STREET, between Beech Street and Market Street;
NINTH STREET, between B Street and Market Street;
TENTH STREET, between B Street and Market Street;
ELEVENTH STREET, between B Street and Market Street;
TWELFTH STREET, between Russ Boulevard and Imperial Avenue;
SIXTEENTH STREET, between C Street and the south line of Sherman's Addition;
The north side of ASH STREET, between Seventh Street and Eighth Street;
A STREET, between India Street and Eighth Street;
B STREET, between Kettner Boulevard and Twelfth Street;
C STREET, between India Street and Twelfth Street;
BROADWAY, between Atlantic Street and Sixteenth Street;
E STREET, between India Street and Sixteenth Street;
F STREET, between Columbia Street and 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 Sixteenth Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street;

NATIONAL AVENUE, between Twelfth Street and 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 July 1, 1930, to-wit, to and including June 30, 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 San Diego Lighting District No. 1", filed April 4, 1930, in the office of the City Clerk of said City.

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 San Diego Lighting District No. 1", filed April 4, 1930 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-FIVE THOUSAND SIX HUNDRED SEVENTY-NINE and 60/100 DOLLARS (\$95,679.60) 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 "San Diego Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Ninety-five Thousand Six Hundred Seventy-nine and 60/100 Dollars (\$95,679.60) 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-five Thousand Six Hundred Seventy-nine and 60/100 Dollars (\$95,679.60).

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,

By W. F. RABER

(SEAL) ATTEST:

M. B. FOWLER

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

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 7 day of July, 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. 258977.

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, for the furnishing of service, made and entered into by and between LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, a public corporation, Party of the First Part, hereinafter referred to as the District, and the CITY OF SAN DIEGO, a Municipal corporation, Party of the Second Part, hereinafter referred to as the City,

W I T N E S S E T H:

THAT WHEREAS, the property situate and described as Blocks 10, 11, 13, 14, 16 and 17, La Mesa Townsite, and Lot S, La Mesa Colony, is at the present time being inadequately served with water, due to lack of proper pressure in the City's distribution system; and

WHEREAS, the said District is willing, upon the terms and subject to the conditions hereinafter provided, to serve the property herein mentioned with water until such time as the City has reconstructed the portion of its distribution system which is necessary to supply water at adequate pressure to the herein described property;

THEREFORE, for and in consideration of the premises and of the payments to be made to said District by said City for the service so furnished, it is agreed as follows:

ARTICLE I

That the District hereby agrees to furnish water service to Blocks 10, 11, 13, 14, 16 and 17, La Mesa Townsite, and Lot S, La Mesa Colony, all within the corporate limits of the City of San Diego; and further agrees to furnish and deliver said water to a connection to be made between the District's main pipe line at a point located on Isabella Street between El Cajon Avenue and Ramona Streets and the distribution system owned by the City of San Diego which now distributes water to the property herein mentioned.

It is further agreed that the City of San Diego shall install and complete the said connection subject to the approval of the District, and the City shall install a master meter at said point of connection.

ARTICLE II

It is agreed that the District shall deliver water to said master meter for the use of only the property herein described and said area shall not be extended except by mutual agreement, excepting in case of emergency, and all such extensions to be subject to the approval of the District. Such delivery of water to be made under such rules and regulations as now exists or may be hereafter adopted by said District regulating the supply of water to consumers outside the boundaries of said District.

ARTICLE III

That the agreement to deliver said water and permit the installation of said connection of said connection and master meter is for the temporary supply of the said above described property and may be terminated by either party two (2) years from date of installation of said connection; Provided, however, that the City shall have the right to terminate this agreement at any time when the said City shall have constructed an adequate pressure system for the use and benefit of the property herein described.

ARTICLE IV

It is further agreed that the City will pay the District for the water delivered at such connection and used by the property herein described at the regularly established rate for the same class of service, or at such regular rates for similar service, as may be hereafter established by the Board of Directors of the Irrigation District.

It is further agreed that said payments shall be made monthly and shall be based upon the amount of water used by said City, to be measured through said master meter.

It is further agreed that the District shall have the right, in addition to the check of the master meter, to check the individual meters through which said water is delivered to the property herein described.

ARTICLE V

Should default be made by the City in the making of any of said monthly payments for the water so used, and such default continue for the period of ten (10) days from and after and after the end of any calendar month during the term of this contract, the District shall have the right at its option to shut off said water and discontinue the service under this contract and to terminate this contract. In such event the City shall be and remain liable for all water theretofore supplied and not paid for up to the time such service is so shut off and discontinued.

ARTICLE VI

It is further agreed that the City shall have the right to remove, at the termination of this agreement, any equipment or materials installed by said City for the purpose of carrying out the terms of this agreement.

~~IN WITNESS WHEREOF, a majority of the members of the Common Council of said The City of San Diego, and the said Party of the Second Part has caused this instrument to be executed by its proper officers, thereunto duly authorized, this 7th day of July, 1930.~~

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

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:

RUTH C. DREW, Secretary

LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT,

By F. R. BEATTY, President.

I HEREBY APPROVE the draft of the foregoing Agreement this 23rd day of June, 1930.

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 Agreement, with La Mesa, Lemon Grove & Spring Valley Irrigation District, being Document No. 258820.

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

By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, The City of San Diego entered into an agreement with C. G. Marchus on the 15th day of June, 1926, which agreement is contained in Document No. 200107, on file in the office of the City Clerk of said City, wherein and whereby the said C. G. Marchus granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described hereinafter; and

WHEREAS, the said C. G. Marchus and The City of San Diego entered into a further agreement to renew said original option agreement to and including the 15th day of June, 1929, upon payment being made to C. G. Marchus in the sum of Eleven Thousand and Nine Hundred Fifty Dollars (\$11,950.00), which sum was so paid to and received by the said C. G. Marchus; and

WHEREAS, the time has now elapsed for any further renewal of said option agreement on the 117 acres owned by said C. G. Marchus and more particularly described in Document No. 200107, on file in the office of the City Clerk of The City of San Diego, and which is recorded in the office of the County Recorder of San Diego County, California, in Book 1294 of Deeds at page 455; and

WHEREAS, the title to said lands described in said document now remains in C. G. Marchus, free and clear from any claims on the part of The City of San Diego; and

WHEREAS, at some future date the said lands may be necessary and convenient for use by The City of San Diego as a part of its water development program; and

Whereas the owner of said land is desirous of granting the opportunity to The City of San Diego to profit by the sums heretofore paid by the said City of San Diego for a renewal of said option, as hereinabove described, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 23d day of July, 1930, by C. G. MARCHUS and MARIE B. MARCHUS, residing in the San Pasqual Valley, San Diego County, California, WITNESSETH:

THAT for and in consideration of the benefits already received by the said C. G. Marchus, and for other good and valuable consideration, said C. G. Marchus and Marie B. Marchus do hereby agree that in the event The City of San Diego finds it for the public good and for the public necessity and convenience to acquire the 117 acres owned by said C. G. Marchus, and more particularly described as follows:

That portion of the East Half of the Northeast Quarter of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, County of San Diego, State of California, according to United States Government survey, described as follows:

Commencing at the Northeast corner of Section Thirty-five (35) Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, County of San Diego, State of California; thence South along the East line of said Section 76 rods; thence at right angles West 20 rods; thence at right angles South 24 rods; thence at right angles West 60 rods; thence at right angles North 100 rods; thence at right angles East 80 rods along the north line of said section to the point of commencement; EXCEPTING THEREFROM that portion thereof described as follows: Commencing at a point on the East line of said Section Thirty-five (35), four rods north of the southeast corner of Northeast Quarter of Northeast Quarter of said section; thence north along said section line a distance of 51-1/2 feet; thence westerly bearing slightly south a distance of 20 rods to a point, 36-3/4 feet north of the northwest corner of the land conveyed by Henry Johnson to Marion L. McKibben by deed recorded in Book 179, Page 398 of Deeds; thence South 36 3/4 feet to the northwest corner of the land so conveyed to McKibben; thence along the land so conveyed to McKibben East 20 rods to the point of beginning;

Also, the Northwest Quarter of Section Thirty-six (36), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, EXCEPTING THEREFROM that portion thereof conveyed by Henry Johnson and Florence Johnson to J. P. Norton by deed dated February 1, 1897, and recorded in Book 260, Page 70 of Deeds, described as follows: Commencing at the Southwest corner of the Northwest Quarter of Section Thirty-six (36), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, thence East and over the mountain to the base of mountain on the East side near the river; thence Northerly following the base of said mountain to the middle of the river; thence along the middle of the river to a point where the San Pasqual Irrigation Ditch begins; thence Southerly along the middle of the County Road at the base of the mountain to a point where the road forks and crosses the ditch; thence due West along the middle of the road to the West line of Section Thirty-six (36); thence South along said section line to the place of beginning; also EXCEPTING THEREFROM that portion thereof conveyed by Henry Johnson and Florence Johnson to Peter Georgeson, by deed dated August 6, 1900, and recorded in Book 292, Page 295 of Deeds, records of said County, described as follows: Beginning at the Northwest corner of Section Thirty-six (36), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, thence running South 96 rods; thence at right angles East 47 rods, 6 feet and 6 inches; thence at right angles North 96 rods; thence at right angles West 47 rods, 9 feet and 6 inches to the place of beginning;

that they will credit to the amount necessary for the purchase of said lands, either by private sale or through the acquisition thereof by eminent domain, the sum of Eleven Thousand Nine Hundred Fifty Dollars (\$11,950.00); and they further agree that said credit will be given The City of San Diego in the event that the said City desires to acquire said lands during the lifetime of the said C. G. Marchus.

IN WITNESS WHEREOF said C. G. Marchus and Marie B. Marchus have hereunto subscribed their names hereto the day and year hereinabove written.

C. G. MARCHUS
MARIE B. MARCHUS

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

On this 23 day of June, 1930, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared C. G. MARCHUS and MARIE

B. MARCHUS, known to me to be the persons described in and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with C. G. & Marie B. Marchus, being Document No. 258460.

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

By August M. Hadstrom Deputy.

WITNDRAWAL AND RELEASE

WHEREAS, on the 6th day of December, 1929, C. G. Marchus and Marie B. Marchus, husband and wife, filed a claim for damages against The City of San Diego in the sum of Thirty Thousand Dollars (\$30,000.00), which claim is filed in the office of the City Clerk as Document No. 251558; and

WHEREAS, said claim for the said damages is alleged by the said C. G. Marchus and Marie B. Marchus to have resulted from the failure of The City of San Diego to exercise an option to purchase certain lands owned by the said claimants, which said option agreement and land is described in Document No. 200107 on file in the office of the City Clerk of The City of San Diego; and

WHEREAS, the said C. G. Marchus and Marie B. Marchus are now desirous of withdrawing the said claim, filed under Document No. 251558, and are further desirous of releasing The City of San Diego from any claim by the said C. G. Marchus and Marie B. Marchus which might arise under the terms of the option agreement hereinbefore referred to as Document No. 200107 and in Document No. 201273 which is a renewal of the said original option agreement, THEREFORE, WITNESSETH:

THIS WITHDRAWAL AND RELEASE, made this 23d day of June, 1930, by C. G. MARCHUS and MARIE B. MARCHUS, husband and wife, hereinafter referred to as "Claimants". Claimants by these presents do hereby withdraw their claim for damages against The City of San Diego, now filed under Document No. 251558; and do hereby release The City of San Diego from any liability of whatever nature arising by reason of the filing of the said claim just referred to; and further, hereby by these presents do release forever The City of San Diego from any of the obligations, claims or rights under the terms of the option agreement mentioned herein, which option agreement is contained in Document No. 200107 on file in the office of the City Clerk, and the renewal thereof, which is contained in Document No. 201273 on file in the office of the City Clerk; and do hereby expressly waive any and all rights of action under the terms of the said two agreements.

IN WITNESS WHEREOF, said claimants have hereunto subscribed their names the day and year first hereinabove written.

C. G. MARCHUS
MARIE B. MARCHUS

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

On this 23d day of June, 1930, before me Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared C. G. MARCHUS and MARIE B. MARCHUS, known to me to be the persons described in and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Withdrawal & Release of Claim of C. G. Marchus & Marie B. Marchus, being Document No. 258461.

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

By August M. Hadstrom Deputy.

QUITCLAIM DEED

THIS INDENTURE, made this 23d day of June, 1930, between THE CITY OF SAN DIEGO, a municipal corporation of the State of California, party of the first part, and C. G. MARCHUS and MARIE B. MARCHUS, parties of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it in hand paid by the said parties of the second part, receipt whereof is hereby acknowledged, and other good and valuable considerations, does by these presents remise, release and forever quitclaim unto the said parties of the second part and to their heirs and assigns, all the right, title, interest and estate of the said first party in and to that certain real property situate and lying in the County of San Diego, State of California, and more particularly described as follows, to-wit:

That portion of the East Half of the Northeast Quarter of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, County of San Diego, State of California, according to United States Government Survey, described as follows:

Commencing at the Northeast corner of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, County of San Diego, State of California; thence South along the East line of said Section 76 rods; thence at right angles West 20 rods; thence at right angles South 24 rods; thence at right angles South 24 rods; thence at right angles West 60 rods; thence at right angles North 100 rods; thence at right angles East 80 rods along the north line of said section to the point of commencement; EXCEPTING THEREFROM that portion thereof described as follows: Commencing at a point on the East line of said Section Thirty-five (35), four rods North of the Southeast corner of Northeast Quarter of Northeast Quarter of said section; thence North along said section line a distance of 51-1/2 feet; thence Westerly bearing slightly south a distance of 20 rods to a point, 36-3/4 feet north of the Northwest corner of the land conveyed by Henry Johnson to Marion L. McKibben by deed recorded in Book 179, Page 398 of Deeds; thence South 36-3/4

On this 16th day of July, 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.

(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 12 day of July, 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 21st day of July, 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

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 21st day of July, 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, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps, and arms, and appliances, for a period of five (5) years from and after the first day of June, 1930, to-wit, to and including the first day of June, 1935, said lights to be constructed at the places designated, and according to the specifications contained in Document No. 257941 on file in the office of the City Clerk of said City, which said document is by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

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

Said Company agrees to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for the lighting of said streets, avenues, boulevards, places, drives and ways in said The City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances, for said period of five (5) years, for the sum of four and 15/100 dollars (\$4.15) per lamp, per month for each 600 candle power lamp, the sum of three and 40/100 dollars (\$3.40) per lamp, per month for each 400 candle power lamp, the sum of two and 70/100 dollars (\$2.70) per lamp, per month for each 250 candle power lamp, and the sum of one and 93/100 dollars (\$1.93) per lamp, per month for each 100 candle power lamp. Said rates shall at all times be subject to such change or modification by the Railroad Commission of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. And said Company further agrees to install and maintain lights in addition to those described in Document No. 257941, upon notification from the Common Council so to do, at and for the price of four and 15/100 dollars (\$4.15) per lamp per month for each 600 candle power lamp, the price of three and 40/100 dollars (\$3.40) per lamp per month for each 400 candle power lamp, the price of two and 70/100 dollars (\$2.70) per lamp per month for each 250 candle power lamp, and the price of one and 93/100 dollars (\$1.93) per lamp per month for each 100 candle power lamp, subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Common Council, and to be in accordance with the specifications contained in said Document No. 257941; provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans and specifications contained in said Document No. 257941, shall be made at the expense of the City of San Diego; and it is further agreed that such expense shall be the actual cost of said Company of any required change in location of lamps.

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

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 257941.

And said City, in consideration of the faithful performance by said Company of each, every and all agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sum of four and 15/100 dollars (\$4.15) per lamp per month for each 600 candle power lamp, the sum of three and 40/100 dollars (\$3.40) per lamp per month for each 400 candle power lamp, the sum of two and 70/100 dollars (\$2.70) per lamp per month for each 250 candle power lamp, and the sum of one and 93/100 dollars (\$1.93) per lamp per month for each 100 candle power lamp, and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, if the said Railroad Commission shall fix a lower rate for such service, the City shall be required to pay only the said lower rate while the same is in force. And said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Street Light Fund of said City, and upon presentation by the Company of its claim therefor in the proper form, and said City agrees to provide and set apart for or transfer to said fund, in so far as it may legally do so, sufficient money to pay for said lights.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, this 21st day of July, 1930.

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

THE CITY OF SAN DIEGO,
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER

(SEAL) ATTEST:
M. B. FOWLER

I hereby approve the draft of the foregoing Contract this 12 day of July, 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Asst. 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. 259087.

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 July, 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. 12860, of the ordinances of said City, authorizing the execution of this lease, and the CHILD DEFENSE AND 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 the records of the County Recorder of San Diego County, and the southerly line of Pueblo Lot 1299 of the Pueblo Lands of The City of San Diego; thence following the southerly boundary line of said Pueblo Lot 1299 in a westerly direction a distance of 660.32 feet to a point; thence North 0° 22' 52" east a distance of 735 feet to a point; thence South 89° 37' 08" east a distance of 660.32 feet, more or less, to an intersection with the center line, running north and south, of said Pueblo Lot 1299; thence in a southerly direction following said center line a distance of 735 feet more or less to a point of beginning;

for a term commencing on the execution of this lease 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 purposes and activities incident to the object for which the Child Defense and Animal Rescue League was organized, according to the by-laws and regulations of said League, 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.

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 portion thereof, without the consent of the Common Council of said City.

And the 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 a 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 property 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

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

CHILD DEFENSE AND ANIMAL RESCUE LEAGUE

By MRS. EDWARD H. DOWELL, Vice Pres.,

MARIE SALTUS, Acting Secretary.

I hereby approve the draft of the foregoing Lease, this 29 day of May, 1930.

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 Child Defense and Animal Rescue League, being Document No. 259171.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Skadstrom Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 22 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. 11023 of the ordinances of said City, approved April 21st, 1927, as Lessor, and RICHFIELD OIL 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 an iron pin located 13 feet southwesterly from and at right angles to the center line of Colton Avenue and 13 feet northwesterly from and at right angles to the center line of Crosby Street; thence S. 39° 18' 15" W. along a line distant 13 feet from and parallel to the center line of said Crosby Street and the southwesterly prolongation thereof, a distance of 721.74 feet to a point; thence N. 51° 37' 50" W. a distance of 117 feet to a point; thence S. 39° 18' 15" W. a distance of 26.27 feet to a point on the Mean High Tide Line of the Bay of San Diego, as per Map of same filed in the Recorder's Office of San Diego County, California, December 14, 1922, the last

mentioned point on the Mean High Tide Line being the true point of beginning of the following described property: thence S. 39° 18' 15" W. a distance of 218.17 feet to a point on the U. S. Bulkhead Line, as established in 1912, said point being N. 50° 50' W. a distance of 820.74 feet from Station No. 110 of said Bulkhead Line; thence continuing S. 39° 18' 15" W. a distance of 1000 feet to a point on the U. S. Pierhead Line, said point being N. 50° 50' W. a distance of 875.72 feet from Station No. 206 of said Pierhead Line; thence N. 50° 50' W. along said Pierhead Line 65 feet to a point; thence N. 39° 18' 15" E. 1000 feet to the aforementioned Bulkhead Line; thence continuing N. 39° 18' 15" E. a distance of 218.38 feet to a point on the afore mentioned Mean High Tide Line; thence S. 50° 38' 50" E. along said Mean High Tide Line a distance of 65 feet to the true point of beginning; being a strip of land 65 feet wide extending from the Mean High Tide Line to the U. S. Pierhead Line.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of five years from and after February 1, 1926, to-wit: to and including January 31, 1931, unless sooner terminated as herein provided, at the following rentals:

Fifty Dollars (\$50.00) 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 sand 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 said premises shall be used for the maintenance and operation of a wharf and pipe lines for receiving and delivering gasoline and oil shipments by water.

(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 business of said Lessee to be conducted upon said premises shall be that of receiving and delivering gasoline and oil shipments by water, including the maintenance of wharf facilities therefor.

(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 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 receiving and delivering gasoline and oil shipments, including the maintenance of wharf 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 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 move 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

J. C. McCLURE

RUFUS CHOATE

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

(SEAL)

ATTEST:

C. I. TAYLOR, Assistant Secretary

I hereby approve the form of the foregoing Lease, this 3rd day of December, 1928.

RICHFIELD OIL COMPANY, Lessee

By J. S. WALLACE, Vice President

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 Richfield Oil Company, being Document No. 259823.

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 18th day of August, 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, and W. J. SHAW, hereinafter designated as the Lessee, WITNESSETH:

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

Blocks 108 and 109, in Pueblo Lot 1168, according to Map thereof No. 160 on file in the office of the County Recorder of San Diego County, California;

for a term of fifteen (15) years, beginning on the 1st day of August, 1930 and ending on the 31st day of July, 1945, at a rental of Two Hundred Dollars (\$200.00) per year, payable in advance on the 1st day of August of each year during said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for commercial 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 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.

Said Lessee agrees that on the last day of said term, or other sooner determination of this lease, 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 further agreed by and between the parties hereto that in case of the violation by the Lessee of any of the terms and conditions of this lease, the City 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, 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

Members of the Common Council

W. J. SHAW, Lessee

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant.

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

I hereby approve the draft of the foregoing lease this 1 day of Aug., 1930

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 W. J. Shaw, being Document No. 259804.

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 FOR HIRING SERVICES OF BROADCASTING STATION

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 6th day of August, 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, and hereinafter sometimes designated as the City, and the AIRFAN RADIO CORPORATION, LTD., 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, Ltd. 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, LTD.

2. It is agreed that the Station will begin on the 11th day of August, 1930, and for a period of one year thereafter to and including August 10th, 1931 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. The Station may at its discretion, without liability, take part or all of the time allotted to any of the programs provided herein for "Chain Broadcasting" programs, in which event the Airfan Radio Corporation, Ltd. agrees to substitute other time agreeable to both parties, or refund to the City on a pro rata basis any sum that may have been paid for time so taken.

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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, speeches on general civic, scientific and educational questions; school, high school, 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 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.

7. 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.

8. That the Station shall not be required to infringe upon the copyright or any right or rights of any person or persons.

9. 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, 1930 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.

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 to the Station sufficiently in advance, a list and program of all entertainments other than organ recitals which are to be broadcast.

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.

(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.

(SEAL) ATTEST:
AMY DICKSON, Secy.

AIRFAN RADIO CORPORATION, LTD.
By WALTER B. NEILL, Vice President,
Party of the Second Part.
M. W. CONKLING, City Attorney
C. L. BYERS

I hereby approve the form of the foregoing Agreement this 20 day of August, 1930.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Airfan Radio Corporation, Ltd., being Document No. 259987.

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

By August M. Johnston Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 25th day of August, 1930, 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. 12848, 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 three years commencing on the 11th day of September, 1930, and ending on the 10th day of September, 1933, at a rental yearly of Forty-five Dollars (\$45.00), payable in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for grazing 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.

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 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.

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.

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.

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

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
G. H. LEWIS, Lessee

I HEREBY APPROVE the draft of the foregoing Agreement of Lease, this 23rd day of May, 1930.

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 G. H. Lewis, being Document No. 260072.

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

By August M. Wadsworth Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That G. R. DALEY, as Principal and MASSACHUSETTS BONDING & INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the Commonwealth 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 Dollars (\$1000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 29th day of August, 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 two hundred (200) tons of San Diego County tame oat hay; 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:
W. W. DAVIS

G. R. DALEY, Principal

MASSACHUSETTS BONDING & INSURANCE CO.,
Surety
By HUGO A KUEHNSTED, Attorney-in-Fact

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

On this 29th day of August, 1930, before me, C. D. Moore, a Notary Public in and for the County of San Diego, personally appeared Hugo A. Kuehnsted, 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)
C. D. MOORE
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 5 day of Sept., 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 2d day of September, 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.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th day of August, 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, and hereinafter sometimes designated as the City, and G. R. DALEY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Two hundred (200) tons of San Diego County tame oat hay; said hay to be full headed and free from mildew and rust and baled, and to be of exactly the same quality throughout.

Said hay to be delivered at the City's Yard at 20th and B Street, and to be subject

to inspection and acceptance by the Purchasing Agent and the Superintendent of Streets of said City.

The City of San Diego hereby reserves the right to reject any or all of the hay that is found to be unsatisfactory when delivered.

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

For the sum of twenty dollars (\$20.00) per ton.

Said contractor agrees to begin delivery of said material within five (5) days from and after the date of the execution of this contract, and to complete said delivery within thirty (30) 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 the completion of the delivery of said hay, and the acceptance of the same by the Common Council, eighty-five (85) per cent 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 hay by the Common Council.

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 - - the day and year in this agreement first above written.

(SEAL) ATTEST:

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

ATTEST:

W. W. DAVIS

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

G. R. DALEY, Contractor

I hereby approve the form of the foregoing contract, this 5 day of Sept., 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 G. R. Daley, being Document No. 260508.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Kaddish* Deputy.

CONTRACT
CURBING OF ATLANTIC
STREET

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 30th day of August, 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, 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:

Curbing of Atlantic Street within the limits and to the grades shown on the plans; and to construct said curb 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 2d day of September, 1930, marked "Document No. 259489" and endorsed: " ", said plans consisting of three sheets numbered one to three inclusively, and said specifications consisting of 9 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 eight (8) inch unplastered concrete curb on Atlantic Street, shown on the plans by heavy solid line, and to perform all work incidental thereto as set forth in the specifications for the sum of Thirty Seven and Four Tenths Cents Dollars (\$0.374) per lineal foot, as measured within the limits provided for same on said plans, said curbing 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 where 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 ten (10) calendar days after the signing of this Contract by the City of San Diego and shall complete said work within forty (40) 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 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 of 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 Port Director of the City of San Diego.

14. 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.

15. 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.

16. 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.

(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

(SEAL)

Party of the First Part
DALEY CORPORATION,
By G. R. DALEY, Pres., Contractor,
Party of the Second Part.

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

On this 30th day of Aug., 1930, before me, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley known to me to be the President and Secretary of the Corporation that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission expires
Aug. 31, 1932.

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

(SEAL)

DALEY CORPORATION, Contractor.
By G. R. DALEY, Pres.

I hereby approve the form of the foregoing Contract this 2 day of September, 1930.
M. W. CONKLING, City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That Daley Corporation and as Principal, and Massachusetts Bonding and Insurance Company, a corporation organized and existing under and by virtue of the laws of the Commonwealth 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 Fifteen Hundred and Thirty Dollars (\$1530.00) lawful money of the United States, for which payment well and truly to be made, the said Principal hereby binds DALEY CORPORATION, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 30th day of August, 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 DALEY CORPORATION, As Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to curbing portions of Atlantic Street within the limits and to the grades shown on the plans, and to construct such curbing 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 DALEY CORPORATION 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)

DALEY CORPORATION, Principal.
By G. R. DALEY, Pres.

MASSASHUSETTS BONDING & INSURANCE CO.
By HUGO A. KUEHMSTED, Attorney-In-Fact
Surety

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

On this 30th day of August, 1930, before me, C. D. Moore, a Notary Public in and for the County of San Diego personally appeared Hugo A. Kuehmsted, 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.

C. D. MOORE

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

(SEAL)

I hereby approve the form of the within Bond, this 2 day of September, 1930.

M. W. CONKLING, City Attorney.

Approved by a majority of the members of the Common Council of The City of San Diego, California, Tuesday, this Second day of September, 1930.

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.

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, as Principal and Massachusetts Bonding and Insurance Company, a corporation organized under and virtue of the laws of the Commonwealth 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 Seven Hundred and Sixty Five Dollars, (\$765.00), 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 DALEY CORPORATION successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of August, 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, material, equipment and supplies, and other expense of every kind and description necessary or incidental to curbing portions of Atlantic Street, within the limits and to the grades shown on the plans, and to construct such curbing 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.

(SEAL)

MASSACHUSETTS BONDING & INSURANCE CO.
By HUGO A. KUEHMSTED, Attorney-in-Fact

(SEAL)

DALEY CORPORATION, Principal
By G. R. DALEY, Pres.

I hereby approve the form of the within Bond, this 3 day of Sept., 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 2d day of Sept., 1930.

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 CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Daley Corporation, being Document No. 260513, (exclusive of specifications, notice to Contractors & Proposal)

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Deputy.

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

Signed by us and dated this 30th day of August, 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 of San Diego, during the twelve months period from and after September 1st, 1930, cement water meter boxes, according to the specifications therefor attached to and made a part of the agreement attached hereto, signed and executed by T. W. Richeson; said boxes to be delivered at the time and in the quantities as directed by the Superintendent of the Purchasing Department of The City of San Diego, at the rate of Eighty-nine Cents (\$0.89) for each box. Delivery to be made when directed to the City Yards at 20th and A Streets, San Diego, California.

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

T. W. RICHESON, Principal

(SEAL) ATTEST:

MAE WILLIAMS

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

By DONALD B. GOLDSMITH, Attorney.

I hereby approve the form of the within Bond, this 25 day of Aug., 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 4th day of September, 1930.

(SEAL) ATTEST:

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

S. P. McMULLEN

E. H. DOWELL

IRA S. IREY,

Members of the Common Council.

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 30th day of August, in the year One Thousand Nine Hundred and Thirty, before me, Helen C. Wallace, a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

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

(SEAL)

My Commission expires Mch. 12, 1934.

AGREEMENT TO FURNISH METER BOXES

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 4th day of September, 1930, by T. W. RICHESON,

WITNESSETH:

That for and in consideration of the purchase from him by The City of San Diego of cement water meter boxes of the specifications hereinafter set forth, and in consideration of the payments to be made him by The City of San Diego in payment of the purchase of said meter boxes delivered, said T. W. Richeson hereby covenants and agrees to furnish and deliver to the said City of San Diego cement water meter boxes according to the specifications and blueprint therefor attached hereto and made a part of this contract; for a period of one year beginning September 1st, 1930; in numbers and quantities not to exceed five thousand (5,000), as ordered and directed by the Superintendent of the Purchasing Department of The City of San Diego. Said T. W. Richeson further agrees to deliver said meter boxes at the time and in the amount directed by the Superintendent of the Purchasing Department of The City of San Diego, to the City Yards located at 20th and A Streets, at San Diego; and further agrees to furnish and deliver said cement water meter boxes according to the specifications contained herein, at such time and quantities not to exceed five thousand (5,000), as directed by the Superintendent of the Purchasing Department, for a period of one year, at the price of EIGHTY-NINE CENTS (\$0.89) for each box.

It is further agreed that the Superintendent of the Purchasing Department of The City of San Diego may at any time cancel the right of the said T. W. Richeson to furnish and deliver the said boxes to The City of San Diego for good cause, in the event said T. W. Richeson fails to deliver said boxes at the time required and fails to furnish said boxes in accordance with the specifications attached hereto.

The said T. W. Richeson further agrees to purchase all materials entering into the manufacture of said water meter boxes in the City of San Diego, California, and to employ only citizens of San Diego for the labor necessary in the manufacture of the said boxes.

It is further agreed that said T. W. Richeson shall not permit any laborer, workman or mechanic, employed upon any of the work herein agreed to be done and performed, 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 agreed and stipulated that said T. W. Richeson shall forfeit, as a penalty to The City of San Diego, Ten Dollars (\$10.00) per each laborer, workman or mechanic employed in the execution of this agreement by him, or by any subcontractor or under him, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours in

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

In no case unauthorized by the Charter of The City of San Diego or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

The said T. W. Richeson further agrees that upon the execution of this agreement and acceptance thereof by the Superintendent of the Purchasing Department of The City of San Diego that he will furnish a good and sufficient bond in the amount of One Hundred Dollars (\$100.00) conditioned upon the good and faithful performance of this agreement.

IN WITNESS WHEREOF this agreement is executed by the said T. W. Richeson, the day and year in this agreement first above written.

SPECIFICATIONS.

Boxes covered by this specification shall comply with the following requirements:

Dimension: The boxes shall be of the dimensions shown on the drawing.

Material: Boxes shall be made of concrete mixture containing one part cement, two parts of clear sharp sand and one part of pea gravel, not any coarser than one quarter of an inch.

Walls: Walls and covers shall be reinforced, according to the drawing. The boxes shall be reinforced with two inch wire mesh all around and kept in the center of the walls; there shall be two openings inside of the box at the bottom to permit the freely spanning of of the service pipe leading to and from the meter.

Covers: The covers shall be made of the same mixture as the boxes and shall be two inches in thickness, reinforced with a two inch wire mesh extending from edge to edge so as to cover the entire area of the cover. The cover will also have three one fourth inch rods, fifteen and three quarter inches long, set properly spaced according to the drawing and shall have four crossing bars of the above dimensions eight and three quarter inches long, properly spaced as shown on the drawing.

Boxes and covers shall be well cured before delivery.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with T. W. Richeson, being Document No. 260559.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Madetson Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 6th day of October, 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 T. B. Penick and Sons, hereinafter called the Contractor, the party of the second part.

W I T N E S S E T H:

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, said bids were opened by the Purchasing Department of the City of San Diego, on Sept. 23rd, 1930, at the hour of Eleven o'clock A.M., all bids received pursuant to such notice, including the bid of said T. B. Penick & Sons, 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 Sept. 29th, 1930, at the hour of 10 A.M., a contract was awarded to said T. B. Penick and Sons for the construction of a storm drain, culverts, curb, curb inlets, lugs and appurtenances on Atlantic Street 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:

C O N T R A C T

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 1014 lineal feet of 24" reinforced concrete pipe storm drain.

211 lineal feet of 18 inch reinforced concrete pipe culverts, 88 lineal feet of 24 inch reinforced concrete pipe culvert, 15.04 lineal feet of concrete curb, curb inlets, lugs and appurtenances, together with the necessary connections to existing storm drains, as required by and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of Three Thousand Six Hundred Eighty Eight (3688.00) Dollars.

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 shall commence work within 15 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) 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-five (\$25.00) 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 Twenty-five (\$25.00) 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 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 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.

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

THE CITY OF SAN DIEGO
By J. W. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Party of the First Part

T. B. PENICK & SONS
LLOYD PENICK, Member of Firm
Contractor, Party of the Second Part.

ATTEST:
MARY PENICK

T. B. PENICK
LLOYD PENICK, Contractor.
Contract this 2 day of Oct., 1930.
M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Contract this 2 day of Oct., 1930.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that The Firm of T. B. Penick & Sons, San Diego, Calif., as Principal, and GLOBE INDEMNITY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the Contract hereinafter mentioned, in the sum of EIGHTEEN HUNDRED FORTY-FOUR & NO/100 Dollars (\$1844.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds themselves, 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 1st day of October, 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 T. B. PENICK & SONS, SAN DIEGO, CALIFORNIA, as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 1014 lineal feet of 24" reinforced concrete pipe storm drain. 211 lineal feet of 18 inch reinforced concrete pipe culverts, 88 lineal feet of 24 inch reinforced concrete pipe culverts. 15.04 lineal feet of concrete curb, curb inlets, lugs and appurtenances, together with the necessary connections to existing storm drains, 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 T. B. PENICK & SONS, 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:
MARY PENICK

T. B. PENICK & SONS
By LLOYD PENICK, Principal

GLOBE INDEMNITY COMPANY, Surety
By L. McCAGG, Attorney-in-fact
E. K. JAMES, Attorney-in-fact

(SEAL) ATTEST:
E. MARY MILLER

12977661

I HEREBY APPROVE the form of the within Bond, this 2 day of Oct., 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

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

On this 1st day of October, in the year one thousand nine hundred and thirty, before me, R. L. Paine a Notary Public in and for the County of San Diego, personally appeared L. McCagg and E. K. James known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of Globe Indemnity Company thereto as principal, and his own name as attorney in fact.

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

My Commission Expires
Jan. 12, 1934

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

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 6th day of October, 1930.

(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.

KNOW ALL MEN BY THESE PRESENTS, That The Firm of T. B. PENICK & SONS, SAN DIEGO, CALIFORNIA, as Principal and GLOBE INDEMNITY 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 NINE HUNDRED TWENTY-TWO AND NO/100 (\$922.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of October, 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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 1014 lineal feet of 24" reinforced concrete pipe storm drain. 211 lineal feet of 18 inch reinforced concrete pipe culverts, 88 lineal feet of 24 inch reinforced concrete pipe culverts. 15.04 lineal feet of concrete curb, curb inlets, lugs and appurtenances, together with the necessary connections to existing storm drains, 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:
MARY PENICK

T. B. PENICK & SONS
By LLOYD PENICK, Principal

(SEAL) ATTEST:
E. MARY MILLER

GLOBE 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 1st day of October in the year one thousand nine hundred and thirty, before me, R. L. Paine, a Notary Public in and for the County of San Diego, personally appeared L. McCAGG and E. K. JAMES, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of Globe Indemnity Company thereto as principal, and his own name as attorney in fact.

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

My Commission Expires
Jan. 12, 1934

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 2 day of Oct., 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 6th day of October, 1930.

(SEAL) ATTEST:
By 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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with T. B. PENICK & SONS, (exclusive of proposal, specifications), being Document No. 261524.

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

LEASE BETWEEN CITY OF SAN DIEGO,
CALIFORNIA, AND THE UNITED STATES
OF AMERICA.

^{in hundred} 1. This LEASE, made and entered into this 2ND day of June, in the year one thousand and thirty by and between City of San Diego, California, whose address is San Diego, California, for their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: Space for locating a Department of Commerce Radio Beacon Station, which space will be a plot 250-ft. square to be located along the S.E. boundary of Lindberg Air Port, and 300 ft. away from the nearest Power Line, and within the boundary of Lindberg Field. Site to be located for best advantage of Air Port, out of path of runways and location to be made by a representative of Harbor Department and U. S. Department of Commerce, to be used exclusively for the following purposes: For the establishment of an Air-Ways Radio Beacon Station.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 2nd, 1930 and ending with June 30th, 1931.

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 an annual rental of One Dollar per year, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least three months before this lease would expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1955.

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: - -

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The Government shall pay the Lessor for the premises rent at the following rate: One Dollar per year. Payment shall be made at the end of each fiscal year.

10. - -

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. All Radio Masts to be lighted and painted in accordance with U.S. Department of Commerce regulations covering Air Port Obstruction Poles, and this to be done by the Government.

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 CLARK M. FOOTE, JR., Deputy

Form Approved
H. C. HOPKINS,
Deputy City Attorney

M. A. GRAHAM
J. C. McCLURE
RUFUS CHOATE
Members of Harbor Commission, Lessor.
THE UNITED STATES OF AMERICA
F. C. HINGSBURG,
Chief Engineer, Airways Division
By C. I. STANTON,
Airways Engineer

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. 261879.

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

By August M. Madson Deputy.

B O N D

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 a municipal corporation in the County of San Diego, State of California, in the sum of One hundred seventy-five (175) Dollars (\$175.00), 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 EIGHTH day of October, 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 litograph and furnish to The City of San Diego four hundred (400) El Capitan Dam Bonds, each of the denomination of one thousand dollars (\$1000.00); 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)
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

NEUNER CORPORATION, Principal
By C. W. MESON, Secretary-Treasurer
MARYLAND CASUALTY COMPANY, Surety.
By FRANCES GRAY, Attorney-in-Fact.

ON THIS EIGHTH day of OCTOBER, A.D. 1930, before me, C. DOUGLAS SMITH, 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 3/29/33

C. DOUGLAS SMITH.
Notary Public in and for said County, State of California.

I HEREBY APPROVE the form of the within Bond, this 14 day of Oct., 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 14th day of October, 1930.

(SEAL) ATTEST:

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

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, 1930, 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:

Four hundred (400) El Capitan Dam Bonds of The City of San Diego, of the denomination of one thousand dollars (\$1000.00) each, said bonds to be numbered as provided for in Ordinance No. 12909 of the ordinances of The City of San Diego.

Said bonds, and the coupons thereto attached, shall be lithographed on Crane's Bond Paper No. 29, and shall be in the form set out in Ordinance No. 12909 of the ordinances of said City. The style and arrangement of said bonds and coupons shall be in accordance with the sample bond on file in the Auditing 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 said 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 price, to-wit:

For the sum of six hundred eighty-five dollars (\$685.00).

Said contractor agrees to furnish samples for approval, and further agrees to deliver said bonds within fifteen 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 sum, to-wit:

The sum of six hundred eighty-five dollars (\$685.00).

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.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO

By L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

ELMA E. HARTLEY
Notary Public in and for the County of
Los Angeles, State of California, My Commission Expires Sept. 16, 1934.

NEUNER CORP., Contractor
By C. W. MESON, Secty-Treas.

I HEREBY APPROVE the draft of the foregoing Contract, this day of October, 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 Contract, with Neuner Corporation, being Document No. 261749.

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 DALEY CORPORATION, as Principal and THE MASSACHUSETTS BONDING & INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the Commonwealth 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 TWENTY-EIGHT THOUSAND FOUR DOLLARS (\$28,004.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of October, 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 labor, materials and equipment for the grading of the east TORREY PINES ROAD, in accordance with the plans and specifications for said work, filed in the office of the City Clerk of said City on September 2, 1930, under Document No. 260547, referred to in said contract, and for the contract price therein 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:
JEANETTE E. DALEY, Secretary

DALEY CORPORATION, Principal
By G. R. DALEY, President

MASSACHUSETTS BONDING & INSURANCE COMPANY, Surety
By HUGO A. KUEHMSTED, Attorney-in-fact

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

On this 10th day of Oct., 1930, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley, known to me to be the President and Jeanette E. Daley 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
Aug. 31, 1932

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

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

On this 10th day of October, 1930, before me, C. D. Moore, a Notary Public in and for the County of San Diego personally appeared Hugo A. Kuehmsted, 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) C. D. MOORE
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 8 day of Oct., 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 14th day of October, 1930.

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

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 DALEY CORPORATION, as Principal, and THE MASSACHUSETTS BONDING & INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the Commonwealth 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 FIFTY-SIX THOUSAND SEVENTEEN Dollars (\$56,017.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 10th day of October, 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 DALEY CORPORATION, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the grading of the east TORREY PINES ROAD, in accordance with the plans and specifications for said work, filed in the office of the City Clerk of said City on September 2, 1930, under Document No. 260547, referred to in 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 such 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
JEANETTE E. DALEY, Secretary.

DALEY CORPORATION, Principal
By G. R. DALEY, President

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

On this 10th day of Oct., 1930, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley, known to me to be the President and Jeanette E. Daley 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
Aug. 31, 1932

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

MASSACHUSETTS BONDING & INSURANCE COMPANY, Surety.
By HUGO A. KUEHMSTED, Attorney-in-fact.

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

On this 10th day of October, 1930, before me, C. D. Moore, a Notary Public in and for the County of San Diego, personally appeared Hugo A. Kuehmsted, 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) C. D. MOORE
Notary Public in and for the County of San Diego,
State of California.

I HEREBY APPROVE the form of the within Bond, this 8 day of Oct., 1930.

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 Common Council of the City of San Diego, California, this 14th day of October, 1930.

(SEAL) ATTEST:

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

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, 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, and hereinafter sometimes designated as the City, and DALEY 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The grading of the east TORREY PINES ROAD in accordance with the plans and specifications therefor, filed in the office of the City Clerk of said City on September 2, 1930, under Document No. 260547.

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

Grubbing and clearing, 66 Stations, per station, - - - - -	\$ 8.50
Roadway excavation, 341,600 cubic yards, per cubic yard - - -	0.267
Structure excavation, 650 cubic yard, per cubic yard, - - -	0.75
Overhaul, 3,460,000 station yards, per station yard, - - -	0.0035
Finishing roadway, 94 stations, per station, - - - - -	5.00
10' Type B2 curb inlets, 16 only, each, - - - - -	\$134.00
18" reinforced concrete culvert pipe, heavy steel, - - - - -	
214 lineal feet, per lineal foot, - - - - -	\$ 1.90
18" reinforced concrete culvert pipe, double heavy steel, 205 lineal feet, per lineal foot, - - - - -	\$ 2.10
18" reinforced concrete culvert pipe, double medium steel, 78 lineal feet, per lineal foot, - - - - -	\$ 1.98
24" reinforced concrete culvert pipe, heavy steel, 201 lineal feet, per lineal foot, - - - - -	\$ 2.90
24" reinforced concrete culvert pipe, double heavy steel, 312 lineal feet, per lineal foot, - - - - -	\$ 3.20
30" reinforced concrete culvert pipe, double heavy steel, 443 lineal feet, per lineal foot, - - - - -	\$ 4.83
Concrete for cradling, 1-3-6 mix, 25 cubic yards, per cubic yard, - - - - -	\$ 12.00
L-headwall, 1 only, at, - - - - -	\$ 40.00.

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sums hereinabove set forth, 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 materials thereunder by the Common Council, when on proof that the contract has been fully performed, and all charges for labor and material have been paid, the balance remaining shall be paid to said contractor.

Said contractor further agrees that 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 Operations 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 the formal written agreement between the parties hereto.

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done, under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the Manager of Operations, 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 L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

DALEY CORPORATION

By G. R. DALEY, President.
Contractor.

(SEAL) Attest:

JEANETTE E. DALEY
Secretary.

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

On this 10th day of Oct., 1930, before me, C. D. Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley known to me to be the President and Jeanette E. Daley 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.

C. D. MOORE

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

(SEAL)

My Commission Expires,
Aug. 31, 1932.

I hereby approve the draft of the foregoing Contract this 8th day of October, 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 Contract with G. R. Daley Corporation for grading Torrey Pines Road and the City of San Diego. Being Document No. 261767.

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 8th day of October, 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 R. E. Hazard Contracting Co., 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, said bids were opened by the Purchasing Department of the City of San Diego on Sept. 30th, 1930, at the hour of eleven o'clock A.M., all bids received pursuant to such notice, including the bid of said R. E. Hazard Contr. Co., 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 Oct. 6th, 1930 at the hour of 10 A.M., a contract was awarded to said R. E. Hazard Contr. Co., for the construction of Type A pavement at the Municipal Airport 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

Type A Pavement

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 214,744 square feet of asphaltic concrete apron of pavement, as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of Six and Ninety-five Hundredths cents per square foot of pavement. (\$0.0695)

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 shall commence work within 15 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) 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-five (\$25.00) 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 Twenty-five (\$25.00) 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 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 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.

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

(SEAL)

(SEAL) ATTEST:
M. BRUCKER

THE CITY OF SAN DIEGO

By L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Party of the First Part.

R. E. HAZARD CONTRACTING CO., Contractor
Party of the Second Part.

O. M. HALL, Vice Pres.

R. E. HAZARD CONTRACTING CO., Contractor
O. M. HALL, Vice Pres.

I hereby approve the form of the foregoing Contract this 20 day of Oct., 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that R. E. HAZARD CONTRACTING COMPANY, a California 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, 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 Thousand Five Hundred and no/100 Dollars (\$7,500.00), lawful money of the United States, for which payment, 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 AND SEALED THIS 8th day of October, 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 R. E. Hazard Contracting Company as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 214,744 square feet of asphaltic concrete apron or pavement, 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 R. E. HAZARD CONTR. Co., 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:

M. BRUCKER

R. E. HAZARD CONTRACTING CO., Principal
O. M. HALL, Vice Pres.

PACIFIC INDEMNITY COMPANY, Surety.
By D. R. BECK, Attorney-in-Fact

(SEAL) ATTEST:

M. K. PRENDERGAST, Notary

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

On this 8th day of October, in the year one thousand nine-hundred and thirty, 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. PRENDERGASH,
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 14th day of October, 1930.

(SEAL) ATTEST:

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

L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING COMPANY, a California 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 Four Thousand and no/100 (\$4,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of October, 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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 214,744 square feet of asphaltic concrete apron or pavement 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.

(SEAL) ATTEST:

M. BRUCKER

R. E. HAZARD CONTRACTING CO., Principal
O. M. HALL, Vice Pres.

PACIFIC INDEMNITY COMPANY, Surety (SEAL)
By D. R. BECK, Attorney-in-Fact.

(SEAL) ATTEST:

M. K. PRENDERGAST, Notary

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

On this 8th day of October in the year one thousand nine-hundred and thirty, 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 11 day of Oct., 1930.

M. W. CONKLING, 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, 1930.

(SEAL) ATTEST:

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

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 R. E. HAZARD CONTRACTING COMPANY, being Document No. 261821.

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 23rd day of October, 1930, 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. 12960 of the ordinances of said City, approved September 22nd, 1930, as Lessor, and B. H. PRENTICE, 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 intersection of the northwesterly line of fractional lot 8, Block 256, Middletown, and the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court action numbered 35473; thence southwesterly along the southwesterly prolongation of the said northwesterly line of fractional lot 8, Block 256, Middletown, to a point distant 50 feet southwesterly from the southwesterly line of West Atlantic Street; thence southeasterly on a line parallel to and distant 50 feet southwesterly from the southwesterly line of West Atlantic Street to a point on the southwesterly prolongation of the northwesterly line of Bean Street; thence northeasterly along the southwesterly prolongation of the northwesterly line of Bean Street to an intersection with the said mean high tide line of the Bay of San Diego; thence northwesterly along the said mean high tide line to the point or place of beginning.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 23rd day of October, 1950, unless sooner terminated as herein provided, at the following rentals:

One (1) cent per square foot per year until such time as the tide lands hereby leased are reclaimed and filled in by The City of San Diego; and after the said lands are filled in the rental rate shall be three (3) cents per square foot per year for the balance of the first five (5) years of said term; for the second five (5) year period, at the rate of four (4) cents per square foot per year; for the third five (5) year period, at the rate of five (5) cents per square foot per year; and for the fourth and last five (5) year period, at the rate of six (6) cents per square foot per year.

All rentals to be paid in equal monthly installments on the first day of each and every month during the term of this lease, 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 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 erecting, constructing, conducting and maintaining thereon a gasoline and oil service station and/or a general market, and/or any other commercial use which may meet with the approval of the Harbor Commission of said City; together with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such businesses.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission.

(3) The business of said Lessee to be conducted upon said premises shall be that of conducting and maintaining a gasoline and oil service station and a general market, and/or any other commercial business which may meet with the approval of the Harbor Commission of said City.

(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 erected on said premises, at his 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) It is expressly understood and agreed by said Lessee that in the event of the widening of Atlantic Street over and across said leased premises, the lease covering so much of said land hereinabove described as may be necessary, and as may be taken, for the widening of said Atlantic Street shall be cancelled, and said Lessee will remove any structures or buildings from the said portion of said demised premises as interfere with the widening of said Atlantic Street, at his own expense, and without any claim or right to damages or compensation therefor.

(7) In the event that the Lessee shall fail to establish and maintain a gasoline and oil service station and a general market, and/or other business permitted under the terms of this lease, 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 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 premises and shall have no further right or claim thereto, and that 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 through 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.

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

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.

B. H. PRENTICE, Lessee
Lease, this 24 day of October, 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 Lease, with B. H. Prentice, being Document No. 262165.

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 CHAS. R. McCORMICK LUMBER COMPANY, as Principal and the HARTFORD ACCIDENT & INDEMNITY COMPANY, of Hartford, Connecticut, 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 THREE THOUSAND ONE HUNDRED FOUR Dollars (\$3,104.00), 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, 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 creosoted piling in the number and sizes set forth in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
R. A. PIERSALL

CHAS. R. McCORMICK LUMBER COMPANY, Principal
By F. J. GARLAND, District Manager

(SEAL)

HARTFORD ACCIDENT & INDEMNITY COMPANY, Surety
By L. W. BARNEY, Attorney-in-Fact.

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

On this 24th day of October, in the year one thousand nine hundred and thirty, before me, MARSTON BURHAM, 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, 1934.

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

I HEREBY APPROVE the form of the within Bond, this 25 day of Oct., 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 27th day of October, 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 27th day of October, 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, and hereinafter sometimes designated as the City, and CHAS. R. McCORMICK LUMBER COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Creosoted piles, in accordance with the specifications therefor on file in the office of the Purchasing Department of said City, as follows:

150 piles 52 feet long;	75 piles 54 feet long;
22 piles 40 feet long;	20 piles 38 feet long;
35 piles 36 feet long;	5 piles 34 feet long; and
	20 piles 30 feet long.

Delivery f.o.b. Broadway Pier, San Diego, California.

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

The price of EIGHT CENTS (\$0.80) per lineal foot.

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 10th day of JANUARY, 1931.

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 Eighty Cents (\$0.80) per lineal foot of said creosoted piles, said payments to be made as follows:

Upon the completion of delivery of said material, 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, 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.

THE CITY OF SAN DIEGO

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY,

Members of the Common Council.

CHAS. R. MCCORMICK LBR. CO. OF DEL.,

By By F. J. GARLAND, District Manager
Contractor.

(SEAL) ATTEST:

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

(SEAL) ATTEST:

R. A. PIERSALL

I HEREBY APPROVE the form of the foregoing contract, this 25 day of Oct., 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 Chas. R. McCormick Lumber Co., being Document No. 262270.

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 F. A. RHODES, as Principal and GLENS FALLS 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 SIX THOUSAND FIVE HUNDRED Dollars (\$6,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally firmly by these presents

Signed by us and dated this 24th day of October, 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 labor, material and equipment necessary for the construction of a sanitary sewer and sewage disposal plant at the site of the San Diego Teachers' College, in accordance with the plans, drawings, and specifications therefor on file in the office of the City Clerk of said City under Document No. 261653, referred to in said contract, and for the contract price therein set forth.

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

F. A. RHODES, Principal

GLENS FALLS INDEMNITY COMPANY, Surety

By DON M. STEWART, Attorney

(SEAL)

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

On this 24th day of October in the year One Thousand Nine Hundred and thirty, before me, Maude Stewart, a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Don M. Stewart known to me to be the ATTORNEY of the GLENS FALLS INDEMNITY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission expires
April 18, 1934

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

I HEREBY APPROVE the form of the within Bond, this 25 day of October, 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 27th day of October, 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 F. A. RHODES, as Principal, and GLENS FALLS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of 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 THIRTEEN THOUSAND Dollars (\$13,000.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 24th day of October, 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 F. A. RHODES as contractor, the party of the second part thereof, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to

The construction of a sanitary sewer and sewage disposal plant at the site of the San Diego State Teachers' College, in accordance with the plans, drawings and specifications therefor on file in the office of the City Clerk of said City under Document No. 261653, referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against him, for such labor or materials, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified;

F. A. RHODES, Principal
GLENS FALLS INDEMNITY COMPANY, Surety
By DON M. STEWART, Attorney

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

On this 24th day of October, in the year One Thousand Nine Hundred and thirty, before me, Maude Stewart, a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Don M. Stewart, known to me to be the ATTORNEY of the GLENS FALLS INDEMNITY COMPANY, the Corporation that executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission expires
April 18, 1934.

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

I HEREBY APPROVE the form of the within Bond, this 25 day of October, 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 27th day of October, 1930.

(SEAL) ATTEST:
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 27th day of October, 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, and hereinafter sometimes designated as the City, and F. A. RHODES, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The construction of a sanitary sewer and sewage disposal plant at the site of the San Diego State Teachers' College, in accordance with the plans, drawings and specifications therefor on file in the office of the City Clerk of said City under Document No. 261653.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of TWENTY-SIX THOUSAND DOLLARS (\$26,000.00).

Said contractor agrees to commence said work immediately after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be so far advanced as to have the disposal plant ready for operation by January 1st, 1931, and all of said work shall be completed on the 1st day of February, 1931.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: the sum of TWENTY-SIX THOUSAND DOLLARS (\$26,000.00), said payments to be made as follows:

The Manager of Operation shall, at the end of each month during which the said work is to be performed by said contractor under this contract, make an estimate of the amount of work properly performed and completed and 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, ninety per cent. (90%) of the amount so estimated by the Manager of Operation to be completed shall be paid, and ten per cent. (10%) on the whole estimate of all work performed shall remain unpaid until thirty-five (35) days from the time that the Manager of Operation shall notify the Common Council in writing that this agreement has been fully and acceptably performed, and thereupon, upon proof that all charges for labor and material have been paid, any balance remaining unpaid shall be paid to said contractor.

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 questions by the Common Council of The City of San Diego. Further, that he will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Common Council, the said contractor will repair or replace such damage at his own cost and expense.

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

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

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

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

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

F. A. RHODES, Contractor.

12977661

I HEREBY APPROVE the form of the foregoing Contract this 25 day of October, 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 F. A. Rhodes, being Document No. 262313.

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

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT

WHEREAS, on the 27th day of January, 1930, The City of San Diego, as lessor, entered into a lease with B. E. Harmer, said lease being contained in Document No. 253914 on file in the office of the City Clerk, for certain lands described therein, located near the junction of the La Jolla Canyon and Rose Canyon roads; and

WHEREAS, the Common Council of The City of San Diego, by Resolution No. 55026, has granted permission to the said B. E. Harmer to transfer and assign said lease to G. W. McHenry upon certain conditions set forth in said resolution,

NOW, THEREFORE, B. E. Harmer does hereby sell, assign and transfer to G. W. McHenry all of his right, title and interest in and to said lease, and any rights which he may have acquired thereunder; and said G. W. McHenry of San Diego, California, hereby accepts said assignment of lease, and hereby undertakes and agrees to assume all the obligations and conditions of the said lease heretofore assumed by said B. E. Harmer, as lessee, of said lease; and, further, specifically agrees that for and in consideration of the assignment of this lease to him made and the authority granted by The City of San Diego to the present lessee to make said assignment, that in the event the lessor should determine that the convenience of The City of San Diego requires a change in the location of the road approximately at the junction of Rose Canyon and La Jolla Canyon; and desires the structures, buildings and equipment now located and to be hereafter located upon the land under this lease, to be moved to a new location to be designated by the Lessor; that then the lessee shall agree to vacate the premises heretofore granted under the terms of the said lease and this assignment thereof, and at his own expense remove all of his buildings, structures and equipment without any cost to the lessor to a new location to be designated by the lessor, for the balance of the term of the lease.

G. W. McHenry further agrees that this acceptance shall operate as an acceptance on his part of all the terms and conditions of said Resolution No. 55026 and Ordinance No. 12652 of the ordinances of The City of San Diego and of the terms and conditions contained in Document No. 253914, on file in the office of the City Clerk, being the lease hereinbefore mentioned.

B. E. HARMER
G. W. McHENRY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment and Acceptance of lease between B. E. Harmer and G. W. McHenry, being Document No. 262419.

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 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, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED SEVENTY-THREE Dollars (\$973.00), 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 29th day of October, 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 ornamental lights on Mission Beach bulkhead, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 260496, referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

GLOBE ELECTRIC WORKS, Principal
By M. FLATLAND
THE AETNA CASUALTY AND SURETY COMPANY,
Surety
By FRANK A. SALMONS, Resident Vice-President.

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

On this 29th day of October, 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.

(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 30 day of October, 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 3rd day of November, 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 ONE THOUSAND NINE HUNDRED FORTY-FIVE Dollars (\$1945.00), lawful money of the United States, for which payment, and 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 29th day of October, 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 installation of ornamental lights on the Mission Beach bulkhead, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 260496, 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:

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 29th day of October, 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 30th day of Oct., 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 3rd day of November, 1930:

(SEAL) ATTEST:

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 3rd day of November, 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, 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 installation of ornamental lights on Mission Beach bulkhead, in accordance with the plans and specifications therefor filed in the office of the City Clerk of said City on August 30, 1930, under Document No. 260496.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of THREE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$3890.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: the sum of THREE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$3890.00); 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 questions by the Common Council of The City of San Diego. Further, that will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Common Council, the said contractor will repair or replace such damage at his own cost and expense.

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

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

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

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

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO.

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

GLOBE ELECTRIC WORKS, Contractor

By M. FLATLAND

I HEREBY APPROVE the form of the foregoing Contract this 30 day of October, 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 Globe Electric Works, being Document No. 262422.

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 October, 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 R. E. HAZARD CONTRACTING CO., 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, said bids were opened by the Purchasing Department of the City of San Diego, on Sept. 30th, 1930, at the hour of Eleven o'clock A.M., all bids received pursuant to such notice, including the bid of said R. E. HAZARD CONTR. CO., 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 Oct. 6th at the hour of 10 A.M., a contract was awarded to said R. E. HAZARD CONTR. CO., for the construction of Type A pavement at the Municipal Airport 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
TYPE A PAVEMENT

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 254,744 square feet of asphaltic concrete apron of pavement, as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of Six and Ninety-Five Hundredths Cents (\$.0695) per square foot of pavement.

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 shall commence work within 15 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) 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-five (\$25.00) 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 Twenty-five (\$25.00) 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 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 Coun-

cil 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 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 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.

(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
Party of the First Part

R. E. HAZARD CONTR. CO., Contractor,
Party of the Second Part
O. M. HALL, Vice Pres.

(SEAL)

(SEAL) ATTEST:
M. BRUCKER

R. E. HAZARD CONTRACTING CO., Contractor
O. M. HALL, Vice Pres.
M. W. CONKLING, City Attorney

I HEREBY APPROVE the form of the foregoing Contract this 1st day of Nov., 1930.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that R. E. Hazard Contracting Company, a California 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, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the Contract hereinafter mentioned, in the sum of Nine Thousand and no/100 Dollars (\$9,000.00) lawful money of the United States, for which payment, 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 AND SEALED THIS 24th day of October, 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 R. E. Hazard Contracting Company, as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 254,744 square feet of asphaltic concrete apron or pavement, 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 R. E. Hazard Contracting 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) ATTEST:
M. BRUCKER
(SEAL)

R. E. HAZARD CONTRACTING CO., Principal
By O. M. HALL, Vice Pres.
PACIFIC INDEMNITY COMPANY, Surety.
By D. R. BECK, Attorney-in-Fact.

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

On this 24th day of October in the year one thousand nine-hundred and Thirty, 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)

M. K. PRENDERGAST
Notary Public in and for SAN DIEGO County, State of California.

I HEREBY APPROVE the form of the within Bond, this 1st day of Nov, 1930.

M. W. CONKLING, City Attorney

APPROVED by a majority of the members of the Common Council of The City of San Diego, California, this 3rd day of November, 1930.

(SEAL)
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.

KNOW ALL MEN BY THESE PRESENTS, That R. E. Hazard Contracting 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 Forty-Five Hundred and no/100 Dollars (\$4,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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, 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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 254,744 square feet of asphaltic concrete apron or pavement, 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.

(SEAL) ATTEST:
M. BRUCKER

R. E. HAZARD CONTRACTING CO. Principal
By O. M. HALL, Vice-Pres.

(SEAL)

PACIFIC INDEMNITY COMPANY, Surety
By D. R. BECK, Attorney-In-Fact.

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

On this 24th day of October in the year one thousand nine-hundred and Thirty, 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 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)

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

I HEREBY APPROVE the form of the within Bond, this 1st day of November, 1930.

M. W. CONKLING, City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of November, 1930.

(SEAL) ATTEST:

By 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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of of Contract, (exclusive of specifications), with R. E. Hazard Contracting Company, being Document No. 262456.

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

By August M. Hadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH 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 TWO THOUSAND SEVEN HUNDRED TWENTY-NINE Dollars (\$2729.00), 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 November, 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 labor, materials and equipment for the paving and otherwise improving of SIXTH STREET, in said City, between Date and Laurel Streets, in accordance with the plans and specifications therefor filed in the office of the City Clerk of said City on October 3, 1930, under Document No. 261565, 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. E. CRONIN

GRIFFITH COMPANY, principal
By S. M. GRIFFITH, President.

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 5th day of November, 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.

(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 5 day of Nov., 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 10th day of November, 1930.

(SEAL) ATTEST:

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

J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
L. C. MAIRE
IRA S. IREY

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH COMPANY, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of FIVE THOUSAND FOUR HUNDRED FIFTY-SEVEN Dollars (\$5457.00), 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 5th day of November, 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 GRIFFITH COMPANY, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the paving and otherwise improving of SIXTH STREET, in said City, between Date and Laurel Streets, in accordance with the plans and specifications therefor filed in the office of the City Clerk of said City on October 3, 1930, under Document No. 261565, 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, ~~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:
A. E. CRONIN

GRIFFITH COMPANY, Principal
By S. M. GRIFFITH, President.

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary.

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

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

On this 5th day of November, 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.

(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 5 day of Nov., 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 10th day of November, 1930.

(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.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of November, 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, and hereinafter sometimes designated as the City, and GRIFFITH COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The paving and otherwise improving of SIXTH STREET, in said City, between Date and Laurel Streets, in accordance with the plans and specifications therefor filed in the office of the City Clerk of said City on October 3, 1930, under Document No. 261565

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

Asphaltic concrete paving, per square foot, -----	\$0.102
Subgrade, per square foot, -----	\$0.01
Curb, per lineal foot, -----	\$0.40
Excavation, per cubic yard, -----	\$0.20
Embankment, per cubic yard, -----	\$0.10

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 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:

Asphaltic concrete paving, per square foot, -----	\$0.102
Subgrade, per square foot, -----	\$0.01
Curb, per lineal foot, -----	\$0.40
Excavation, per cubic yard, -----	\$0.20
Embankment, per cubic yard, -----	\$0.10

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, and fifteen per cent. (15%) of the whole contract price, and of the work so performed, shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract, and the acceptance of the work and material thereunder by the Common Council, when on proof that the contract has been fully performed and all charges for labor and material have been paid, the balance remaining shall be paid to said contractor.

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

Said contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that it will protect from the elements all

of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Common Council, the said contractor will repair or replace such damage at its own cost and expense.

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

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

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

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

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO.
By J. V. ALEXANDER
S. P. McMILLEN
IRA S. IREY
Members of the Common Council.

(SEAL) ATTEST:
A. E. CRONIN.

GRIFFITH COMPANY, Contractor.
S. M. GRIFFITH, President.

I hereby approve the form of the foregoing Contract this 5 day of Nov., 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 Griffith Co., being Document No. 262808.

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 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 29th day of October, 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 175 tons of filter sand, sacked, f.o.b. San Diego, in accordance with the the specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
J. F. ROBERTS

CALIFORNIA FILTER COMPANY
PAUL F. BOVARD, Principal

(SEAL) ATTEST:
M. BOLLO

NATIONAL SURETY COMPANY, Surety
By J. H. MILLER, Attorney-in-fact.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF SAN FRANCISCO) ss.

On this 29th day of October, in the year One Thousand Nine Hundred and Thirty, 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 J. H. Miller 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 5 day of Nov., 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 10th day of November, 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.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 10th day of November, 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, 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:

175 Tons of filter sand, sacked, in accordance with the specifications on file in the Bureau of Water Development Department and in the Purchasing Department of said City; 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 price of TEN and 50/100 DOLLARS (\$10.50) per per ton.

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 25th day of November, 1930.

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

The sum of TEN and 50/100 DOLLARS (\$10.50) per ton, said payments to be made as follows:

Upon the completion of delivery of said material 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, 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.

(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 CO., Contractor.

PAUL F. BOVARD,

(SEAL) ATTEST:

J. F. ROBERTS

I hereby approve the form of the foregoing contract, this 5 day of Nov., 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 California Filter Co., being Document No. 262809

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 SEVENTY-FIVE DOLLARS (\$575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of November, 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 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 30TH STREET, between Lincoln Avenue and Wightman 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 one year from and after August 7, 1930, to-wit, to and including August 6, 1931, 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, 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 November, 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 31 day of October, 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. 55073 passed and adopted on the 27th day of October, 1930, require and fix the sum of \$575.00 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

UNIVERSITY AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 10th day of November, 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:

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

30TH STREET, between Lincoln Avenue and Wightman 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 one year from and after August 7, 1930, to-wit, to and including August 6, 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 and Assessment for University Avenue Lighting District No. 1", filed August 15, 1930, 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 FIFTY-NINE and 46/100 DOLLARS (\$459.46) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of ONE THOUSAND EIGHT HUNDRED THIRTY-SEVEN and 84/100 DOLLARS (\$1837.84) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of One Thousand and Eight Hundred Thirty-seven and 84/100 Dollars (\$1837.84), 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 One Thousand Eight Hundred Thirty-seven and 84/100 Dollars (\$1837.84).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Four Hundred Fifty-nine and 46/100 Dollars (\$459.46), 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
E. H. DOWELL
IRA S. IREY

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

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 31 day of October, 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. 262897.

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 EIGHT DOLLARS (\$1008.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of November, 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 INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, WEST ATLANTIC STREET, HARASTHY STREET, ANDREWS STREET, WINDER STREET, in said City, within the limits and as particularly described in Resolution of Intention No. 54473, adopted by the Common Council on August 11, 1930, 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
THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By FRANK A. SALMONS, Resident Vice-President

(SEAL) ATTEST:
M. B. FOWLER
(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

On this 7th day of November, 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.

(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 October, 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. 55074 passed and adopted on the 27th day of October, 1930, require and fix the sum of \$1008.00 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. 1

THIS AGREEMENT, made and entered into this 10th day of November, 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:

INDIA STREET, between Andrews Street and Chalmers Street;

The southwesterly side 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 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 the limits above mentioned. Such furnishing of current and such maintenance of appliances shall be for the period of one year from and after August 5, 1930, to and including August 4, 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 and Assessment for Five Points Lighting District No. 1", filed August 15, 1930, 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 FIVE and 71/100 DOLLARS (\$805.71) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of THREE THOUSAND TWO HUNDRED TWENTY-TWO and 84/100 DOLLARS (\$3222.84) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1".

And it is further mutually agreed that no part or portion of said sum of THREE THOUSAND TWO HUNDRED TWENTY-TWO and 84/100 DOLLARS (\$3222.84) 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 Three Thousand Two Hundred Twenty-two and 84/100 Dollars (\$3222.84).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Eight Hundred Five and 71/100 Dollars (\$805.71), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(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

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

I HEREBY APPROVE the form of the foregoing Contract, this 31 day of October, 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 and Electric Company, being Document No. 262898.

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 5 day of October, 1930, 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. 12941 of the ordinances of said City, approved September 4th, 1930, as Lessor, and H. V. SHARPLES, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the intersection of the southeasterly line of Vine Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by Superior Court Action numbered 35473; thence south 43° 43' 30" west along the southwesterly prolongation of the southeasterly line of Vine Street a distance of 64.07 feet to a point on a curve concave to the southwest, the center of which bears south 44° 39' 29" west and having a radius of 3650 feet; thence southeasterly along the arc of said curve a distance of 200 feet to a point; thence north 43° 43' 30" east a distance of 95.73 feet to a point on the said mean high tide line of the Bay of San Diego; thence northwesterly along the said mean high tide line to the point or place of beginning, containing 16,165 square feet, or 0.371 acres of land.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 5 day of October, 1930, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of the term of said lease, at the rate of three (3) cents per square foot per year;

For the second five (5) year period, at a rate to be fixed by the Harbor Commission not to exceed four (4) cents per square foot per year;

For the third five (5) year period, at a rate to be fixed by the Harbor Commission not to exceed five (5) cents per square foot per year; and

For the last five (5) year period, at a rate to be fixed by the Harbor Commission not to exceed six (6) cents per square foot per year.

All rentals to be paid in equal monthly installments in advance on the first day of each and every month during the term of said lease.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the Lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Common Council, evidenced by ordinance duly adopted and approved; provided, further, that said Lessee will remain as fully obligated to the Lessor as if this consent to sub-lease did not exist.

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 if and when the leased property shall become needed for public use, 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 erecting, constructing, conducting and maintaining thereon a gasoline and oil service station and/or general market, with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such businesses, and/or any other commercial usefulness not inconsistent with the laws under which the leased land is held by the City.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as hereby provided, said Lessee may remove promptly any and all structures erected on said premises, at his own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) 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.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by 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 premises and shall have no further right or claim thereto, and that 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.

(6) That the Lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the Lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the Lessor, subject to the terms of this lease.

(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 hereunto subscribed his name, the day and year first hereinabove written.

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

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.
H. V. SHARPLES, Lessee.

I HEREBY APPROVE the draft of the foregoing Lease, this 20 day of October, 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 Lease, with H. V. Sharples, being Document No. 262927.

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

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of Nov., 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 H. H. Peterson 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, said bids were opened by the Purchasing Department of the City of San Diego, on Nov. 10th, 1930, at the hour of 10 o'clock A.M., all bids received pursuant to such notice, including the bid of said H. H. Peterson, 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 Nov. 17th at the hour of 10 A.M., a contract was awarded to said H. H. Peterson, for the construction of sanitary sewer mains, concrete and cast iron sewer laterals, manholes, dead end and appurtenances, on Atlantic Street 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, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 5794 lineal feet of eight (8) inch concrete sewer main.

721 lineal feet of six (6) inch concrete sewer main

four (4) - six (6) inch cast iron sewer laterals

51 six (6) inch concrete sewer laterals, manholes, dead ends, and appurtenances together with the necessary connections to existing sewer mains, as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of Thirteen Thousand Four Hundred Dollars (\$13,400.00)

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 shall commence work within 15 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) 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-five (\$25.00) 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 Twenty-five (\$25.00) 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 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. We 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 Sections 653 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 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 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.

18. The Contractor shall observe all the ordinances of the City of San Diego in relation to the obstruction of streets, keeping open passage-ways and protecting the same when they are exposed and would be dangerous to travel.

19. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, temporary bridges, watchmen and lights.

20. The Contractor will be required to take the usual precautions to safeguard traffic and must at all times keep the street open to the field.

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.

(SEAL)
ALIEN 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
Party of the First Part.

H. H. PETERSON, Contractor,
Party of the Second Part.

ATTEST:
DORIS B. ERWIN.

H. H. PETERSON, Contractor.

I HEREBY APPROVE the form of the foregoing Contract this 15 day of Nov., 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that H. H. PETERSON, as Principal, and MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the Contract herein-after mentioned, in the sum of SIX THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$6,700.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, --Successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 15th day of November, 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 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, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 5794 lineal feet of eight (8) inch concrete sewer main; 721 lineal feet of six (6) inch concrete sewer main; 4 - six (6) inch cast iron sewer laterals; 51 - six (6) inch concrete sewer laterals, manholes, dead ends, and appurtenances together with the necessary connections to existing sewer mains, 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. PETERSON, Principal

ATTEST:
DORIS B. ERWIN
(SEAL)
STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO.)

MARYLAND CASUALTY COMPANY, Surety.
By F. F. EDELEN, Its Attorney-in-Fact

On this 15th day of November, 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 15 day of Nov., 1930.

M. W. CONKLING, City Attorney
By C. L. BYERS, Deputy City Attorney

I hereby approve the form of the within Bond, this 15 day of Nov., 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 November, 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.

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON as Principal and MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND THREE HUNDRED AND FIFTY AND NO/100 (\$3,350.00), 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, 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 November, 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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 5794 lineal feet of eight (8) inch concrete sewer main; 721 lineal feet of six (6) inch concrete sewer main; 4 - six (6) inch cast iron sewer laterals; 51 - six (6) inch concrete sewer laterals, manholes, dead ends, and appurtenances together with the necessary connections to existing sewer mains, 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.

H. H. PETERSON, Principal.

ATTEST:
DORIS B. ERWIN
(SEAL)

MARYLAND CASUALTY COMPANY, Surety.
By F. F. EDELEN, Its Attorney-in-Fact

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

On this 15th day of November, 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.

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 17 day of Nov., 1930.

(SEAL) ATTEST:

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 H. H. Peterson, being Document No. 262945.

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 28th day of August, 1930, 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. 12902 of the ordinances of said City, approved July 28th, 1930, as Lessor, and GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the intersection of the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473, with a line parallel to and distant 100 feet northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street; thence south 39° 18' 15" west along said parallel line to a point on the U. S. Pierhead Line; thence north 50° 50' west along the U. S. Pierhead Line a distance of 85 feet to a point; thence north 39° 18' 15" east to an intersection with the said mean high tide line; thence southeasterly along the said mean high tide line to the point or place of beginning, being a strip of land 85 feet in width extending from the said mean high tide line to the U. S. Pierhead Line.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee for a period years ending on the 1st day of February, 1936, unless sooner terminated as herein provided, at the following rentals:

Fifty dollars (\$50.00) per month, payable in advance on the first day of each and every month of said term up to and including the 31st day of January, 1931; and 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/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 the rental above provided on the 31st day of January, 1934, 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 dollars (\$100.00) per month during the last two (2) years 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 and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Lessee, including such improvements as are now situated upon the premises, and have been purchased by Lessee from its predecessor in the occupancy of the said premises, 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 and operating thereon a wharf and trestles, or both; together with the right to construct, maintain and operate upon such wharf or trestles and remove therefrom pipe lines for the transportation of oil, gasoline and other petroleum products and motor fuels, and lines for telephone, telegraph, light and/or power purposes, and also such buildings, structures, appliances and appurtenances as may be necessary or convenient for the proper use and enjoyment of said wharf and trestles and for the loading and discharging of cargo upon or from vessels thereat; together, also, with the right to dock or cause to be docked vessels at such wharf or trestles for the purpose of loading or discharging cargo, subject to such regulations as are now in force or may be hereafter prescribed by the proper authority of The City of San Diego, covering the dockage of vessels at wharves in the Bay of San Diego.

(2) That all 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) That upon the expiration of the term of this lease, or the sooner termination thereof, as herein provided, said Lessee shall promptly remove from said premises at its own cost and expense, such wharves, trestles, pipe lines, lines for telephone, telegraph, light and/or power lines, and such buildings, structures, appliances and appurtenances as may have been constructed by said Lessee on said premises, including such improvements as are now situated upon the said premises, and have been purchased by Lessee from its predecessor in the occupancy of said premises.

(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 the right to open streets through said premises, 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 such time and in such manner as may be provided in any general plan of harbor improvement adopted by said City, and that said Lessee will remove any structure 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; provided, only, that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the business of said Lessee to be conducted upon said premises shall be that of receiving and delivering gasoline and oil shipments by water, including the maintenance of wharf facilities 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 said leased lands hereinabove described.

(7) It is further stipulated and agreed that this lease is made upon the express condition that the said Lessee will make such provision for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the said Lessee, as may be required of it by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provisions for the disposal of such storm waters shall be borne wholly by the said Lessee.

(8) In the event that the U. S. Bulkhead Line shall at any time be re-established and moved channelward, then and in that event said Lessee shall have all the additional ground between the 1912 Bulkhead Line and any new bulkhead line, and shall pay rental therefor at such rate as may be determined upon by the Harbor Commission of The City of San Diego.

(9) In the event that the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, and in the event Lessee fails to remedy the default complained of by the Lessor within thirty (30) days after written notice from Lessor specifying the default, then Lessor at its option may immediately terminate this lease, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from the said demised premises immediately upon receipt of notice that Lessor exercise its option to terminate this lease, and the Lessee shall have no further rights or claims to the demised real property, and the said Lessor shall immediately thereupon, without recourse to the Courts, have the right to take possession of the said real property, and the said Lessee shall forfeit all rights and claims thereto, except that Lessee shall be allowed to remove any and all improvements owned by it and situated on the demised premises; and said Lessee, in accepting this lease, hereby acknowledges the right of the City to take possession of the said premises as above provided in the event of the failure of Lessee to remedy a default complained of by Lessor within the time provided for herein.

(10) 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 FRED W. SICK, Deputy

(SEAL) ATTEST:
D. W. WOODS, 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.

GENERAL PETROLEUM CORPORATION OF CALIFORNIA, Lessee.
By W. L. McLAINE, Vice-President.
M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

I hereby approve the draft of the foregoing Lease, this 27 day of Sept., 1930.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with General Petroleum Corporation of California, being Document No. 263014.

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 5th day of October, 1930, 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. 12934 of the ordinances of said City, approved September 4th, 1930, as Lessor, and AIRTECH-FLYING SERVICE, LTD., 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 conveying 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 intersection of the northwesterly line of Nutmeg Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473; thence south 69° 47' 50" west along the southwesterly prolongation of the northwesterly line of Nutmeg Street a distance of 33.2 feet to the true point of beginning; thence continuing southwesterly along the southwesterly prolongation of the northwesterly line of Nutmeg Street a distance of 80 feet to a point on a curve concave to the southwest having a radius of 2137.5 feet, the center of which bears south 66° 58' 04" west; thence northwesterly along the arc of said curve an arc distance of 100 feet; thence north 64° 17' 24" east a distance of 80 feet to a point; thence south 24° 17' 31" east a distance of 107.68 feet to the true point or place of beginning, containing an area of 8257 square feet, or 0.1896 acres.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a term of twenty (20) years beginning on the 5th day of October, 1930, and ending on the 5th day of October, 1950, 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 five (5) years of said term,

The right of the Common Council of The City of San Diego and of the Harbor Commission of said City, to adjust the rental above provided at the end of said five-year period, and/or at the end of each five-year period thereafter during the remainder of said term, is hereby expressly reserved to said City; provided, however, that the rental for the second five-year period of said term shall not exceed the sum of fifty dollars (\$50.00) per month, for the third five-year period of said term shall not exceed the sum of seventy-five dollars (\$75.00) per month, and for the last five-year period of said term shall not exceed the sum of one hundred dollars per month. All rentals to be due and payable monthly in advance on the first day of each and every month during the term of this lease. 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.

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 of 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 repairing, maintaining, storing and operating aircraft; for the sale of gasoline, lubricants and related products, all in accordance with Ordinance No. 12823 of the ordinances of said City; for the sale of merchandise used in the maintenance and operation of aircraft; for the operation of a school of aviation and the conduct of all forms of instruction; for the operation of local passenger flights, charter airplane flights, including necessary terminal facilities; and for the construction and operation of offices; waiting rooms, repair shops, ticket offices, sales rooms, and all other structures necessary in the conduct of the above activities.

(2) That said Lessee shall also have the right to use Lindbergh Field for such flying as may be necessary in connection with the operation of the above activities; provided, however, that in the use of said Lindbergh Field said Lessee shall be subject to all conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 of the ordinances of said City, and ordinances amendatory thereof and supplemental thereto, 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.

(3) 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 said Harbor Commission.

(4) The business of said Lessee to be conducted upon said premises shall be that of repairing, maintaining, storing and operating aircraft; the sale of gasoline, lubricants and related products; the sale of merchandise used in the maintenance and operation of aircraft; the operation of a school of aviation and the conduct of all forms of instruction; the operation of local passenger flights, charter airplane flights, and necessary terminal facilities; and the operation of offices, waiting rooms, repair shops, ticket offices, sales rooms, necessary in the conduct of the above activities.

(5) That the said Lessee shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(6) 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 erected on said premises, at its own cost and expense.

(7) 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.

(8) In the event that the Lessee shall fail to establish and maintain the activities above described 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, that 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 there-to, 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.

(9) 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

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.

(SEAL) ATTEST:

GRACE SEIFERD, Asst. Secretary

AIRTECH FLYING SERVICE, LTD., Lessee
By I. N. LAWSON, JR., President.

I hereby approve the draft of the foregoing Lease, this 8 day of October, 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 Lease, with Airtech Flying Service, Ltd., being Document No. 263015.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Stadstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 5th day of October, 1930, 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. 12933 of the ordinances of said City, approved September 4th, 1930, as Lessor, and AIRTECH FLYING SERVICE, LTD., 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 intersection of the northwesterly line of Palm Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 235.59 feet to a point on a curve concave to the southwest, having a radius of 1979.5 feet and the center of which bears south 54° 12' 14" west; thence southeasterly along the arc of said curve an arc distance of 75.42 feet to the true point of beginning; thence continuing southeasterly along the arc of said curve an arc distant of 105.32 feet; thence on a radial line south 59° 25' 58" west, 100 feet to a point on a curve concentric to the above described curve having a radius of 1879.5 feet; thence northwesterly along the arc of said concentric curve an arc distance of 100 feet to a point; thence on a radial line north 56° 23' 04" east, a distance of 100 feet to the true point or place of beginning, containing 10266 square feet, or 0.2356 acres of land.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a term of twenty (20) years beginning on the 5th day of October, 1930, and ending on the 5th day of October, 1950, unless sooner terminated as herein provided; at the following rentals:

One hundred fifty dollars (\$150.00) per month, payable in advance on the first day of each and every month, for the first five (5) years of said term,

The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City, to adjust the rental above provided, at the end of said five-year period, and/or at the end of each five-year period thereafter during the remainder of said term, is hereby expressly reserved to said City; provided, however, that the rental for the second five-year period of said term shall not exceed the sum of one hundred seventy-five dollars (\$175.00) per month, for the third five-year period of said term shall not exceed the sum of two hundred dollars (\$200.00) per month, and for the last five-year period of said term shall not exceed the sum of two hundred twenty-five dollars (\$225.00) per month. All rentals to be due and payable monthly in advance on the first day of each and every month during the term of this lease. 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.

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 repairing, maintaining, storing and operating aircraft; for the sale of gasoline, lubricants and related products, all in accordance with Ordinance No. 12823 of the ordinances of said City; for the sale of merchandise used in the maintenance and operation of aircraft; for the operation of a school of aviation and the conduct of all forms of instruction; for the operation of local passenger flights, charter airplane flights, including necessary terminal facilities; and for the construction and operation of offices, waiting rooms, repair shops, ticket offices, sales rooms, and all other structures necessary in the conduct of the above activities.

(2) That said Lessee shall also have the right to use Lindbergh Field for such flying as may be necessary in connection with the operation of the above activities; provided, however, that in the use of said Lindbergh Field said Lessee shall be subject to all conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 of the ordinances of said City, and ordinances amendatory thereof and supplemental thereto, 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.

(3) 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 said Harbor Commission.

(4) The business of said Lessee to be conducted upon said premises shall be that of repairing, maintaining, storing and operating aircraft; the sale of gasoline, lubricants and related products; the sale of merchandise used in the maintenance and operation of aircraft; the operation of a school of aviation and the conduct of all forms of instruction; the operation of local passenger flights, charter airplane flights, and necessary terminal facilities; and the operation of offices, waiting rooms, repair shops, ticket offices, sales rooms, necessary in the conduct of the above activities.

(5) That the said Lessee shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(6) 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 erected on said premises, at its own cost and expense.

(7) 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.

(8) In the event that the Lessee shall fail to establish and maintain the activities above described 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, that 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.

(9) 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:
GRACE SEIFERD

I hereby approve the draft of the foregoing Lease, this 8 day of October, 1930.

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.
AIRTECH FLYING SERVICE, LTD., Lessee
By I. N. LAWSON, JR., President.
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 Airtech Flying Service, Ltd., being Document No. 263016

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 FRANK DORAN, 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 SEVEN THOUSAND FOUR HUNDRED SEVENTY-FIVE Dollars (\$7475.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of November, 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 labor, material and equipment necessary, complete the construction of the 32nd Street outfall sewer extension, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 260057, 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:
DORIS B. ERWIN

FRANK DORAN, Principal

(SEAL)

MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney-in-Fact

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

On this 14th day of November, 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)

Notary Public, in and for said County and State
I HEREBY APPROVE the form of the within Bond, this 15 day of October, 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 November, 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 FRANK DORAN, 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 FOURTEEN THOUSAND NINE HUNDRED FIFTY Dollars (\$14,950.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 14th day of November, 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 herein, and the above named FRANK DORAN as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of the 32nd Street outfall sewer extension, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 260057, 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:

FRANK DORAN, Principal

ATTEST:

DORIS B. ERWIN

(SEAL)

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

MARYLAND CASUALTY COMPANY, Surety.

By F. F. EDELEN, Its Attorney in Fact

On this 14th day of November, 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)

Notary Public, in and for said County and State.
I hereby approve the form of the within Bond, this 15 day of Nov., 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 November, 1930.

(SEAL) ATTEST:

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 17th day of November, 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, and hereinafter sometimes designated as the City, and FRANK DORAN 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 the 32nd Street outfall sewer extension, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 260057.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$29,900.00).

Said contractor agrees to commence said work within 10 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 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 him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$29,900.00), said payments to be made as follows: The Manager of Operation shall, at the end of each ten 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 Manager of Operation to be completed shall be paid, and fifteen per cent. (15%) of the whole estimate on all work performed shall remain unpaid until thirty-five (35) days from the time that the Manager of Operation shall notify the Common Council in writing that this agreement has been fully and acceptably performed, and thereupon, upon proof that all charges for labor and material have been paid, any balance remaining unpaid shall be paid to said contractor.

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

Said contractor further agrees that he will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that he will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Common Council, the said contractor will repair or replace such damage at his own cost and expense.

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

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

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work, to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

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

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

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

ATTEST: DORIS B. ERWIN

I hereby approve the form of the foregoing Contract this 15 day of Nov., 1930.

THE CITY OF SAN DIEGO

By S. P. McMullen

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

FRANK DORAN, Contractor

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 Frank Doran, being Document No. 263172

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

By August M. Hadstrom Deputy.

112977661

B O N D

KNOW ALL MEN BY THESE PRESENTS, That OLOF NELSON, as Principal and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED SEVENTY-NINE Dollars (\$579.00), 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 15th day of November, 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 labor, material and equipment necessary for the construction and erection of a wall and fence near the south border of the Masonic section of Mt. Hope Cemetery, 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:

F. S. BOWERS, Resident Assistant Secretary

OLOF NELSON, Principal
THE AETNA CASUALTY AND SURETY COMPANY, Sureties
PAUL WOLCOTT, Resident Vice-President

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

On this 15th day of November, in the year nineteen hundred thirty, 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 Paul Wolcott, 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 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.

CHARLES W. CURTIS

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

(SEAL)

I HEREBY APPROVE the form of the within Bond, this 15 day of November, 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 November, 1930.

(SEAL) ATTEST:

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.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That OLOF NELSON, 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 ONE THOUSAND ONE HUNDRED FIFTY-SEVEN Dollars (\$1157.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 15th day of November, 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 OLOF NELSON as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and erection of a wall and fence near the south border of the Masonic section of Mt. Hope Cemetery, all in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 261921.

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

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against him, for such labor or materials, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish such materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Sureties, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

(SEAL) ATTEST:

F. S. BOWERS, Resident Assistant Secretary

OLOF NELSON, Principal
THE AETNA CASUALTY AND SURETY COMPANY, Sureties
PAUL WOLCOTT, Resident Vice-President.

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

On this 15th day of November, in the year nineteen hundred thirty, 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 Paul Wolcott, 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 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.

CHARLES W. CURTIS

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

(SEAL)

I hereby approve the form of the within Bond, this 15 day of Nov., 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 November, 1930.

(SEAL) ATTEST:
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.

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 Nov., 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, and hereinafter sometimes designated as the City, and OLOF NELSON party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expenses of every kind and description necessary or incidental to:

The construction and erection of a wall and fence near the south border of the Masonic section of Mt. Hope Cemetery, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 261921.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of TWO THOUSAND THREE HUNDRED TWELVE DOLLARS (\$2,312.00).

Said contractor agrees to commence said work within 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 30 days from and after the date of the execution of this contract.

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

The sum of TWO THOUSAND THREE HUNDRED TWELVE DOLLARS (\$2,312.00), 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, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent. (10%) 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 Sup't of Mt. Hope Cemetery of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of said contract.

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

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the _____, as unfair he shall file with the Common Council a written protest against the same within ten days thereafter, or he 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
E. H. DOWELL
IRA S. IREY
Members of the Common Council
OLOF NELSON, Contractor.

ATTEST:
CHESTER O. NELSON

I hereby approve the draft of the foregoing Contract this 15 day of Nov., 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 Olof Nelson, being Document No. 263167.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Wadstrom 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 TWO HUNDRED FIFTY-SEVEN (1,257) 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 November, 1930.

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 UNIVERSITY AVENUE, between Boundary Street and 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, 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, required to be done, and furnish all the materials therefore required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract thereof, 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 18th day of November, 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.

(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 14 day of November, 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. 55182 passed and adopted on the 10th day of November, 1930, require and fix the sum of \$1257.00 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. 3

THIS AGREEMENT, made and entered into this 24th day of November, 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:

UNIVERSITY AVENUE, between Boundary Street and 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 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 August 7, 1930, to-wit, to and including August 6, 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 and Assessment for University Avenue Lighting District No. 3", filed August 22, 1930, 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 Six and 31/100 Dollars (\$1006.31) 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 Four Thousand Twenty-five and 24/100 Dollars (\$4025.24) 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. 3 Fund."

And it is further mutually agreed that no part or portion of said sum of Four Thousand Twenty-five and 24/100 Dollars (\$4025.24) 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 Twenty-five and 24/100 Dollars (\$4025.24).

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 Six and 31/100 Dollars (\$1006.31), 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 S. P. McMULLEN
L. C. MAIRE
IRA S. IREY

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

Members of the Common Council.
Contract, this 14 day of November, 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. 263264.

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

By August M. Staden Deputy.

A G R E E M E N T

WHEREAS, D. K. Adams is the owner of the east 1/2 of Lot 13 and all of Lots 14 and 15, Block 12, Cleveland Heights Subdivision; and,

WHEREAS, the provisions of Ordinance No. 12321 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lots to the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. 55216 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. Now THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 13th day of November, 1930, by D. K. Adams, that he will, for and in consideration of the permission granted him to erect a building on the above described property to the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made, subject to the condition and agreements herein made.

D. K. ADAMS

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

On this 13th day of November, A.D. Nineteen Hundred and Thirty, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. K. Adams, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)

RECORDED AT REQUEST OF Gtee NOV. 20, 1930, at 55 Min. past 2 o'clock P.M., In Book No. 1817 Page 431 of Deeds, Records of San Diego County, Calif.

N. C. PARSONS, County Recorder
By L. B. WOODARD, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of D. K. Adams, being Document No. 263025.

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

SUPPLEMENTAL CONTRACT REFORMING
THE PROVISION OF A CERTAIN CONTRACT, BEING DOCUMENT NO. 261767
DETERMINING THE METHOD OF PAYMENTS TO BE MADE BY THE CITY TO SAID CONTRACTOR

WHEREAS, under Resolution No. 54978, passed and adopted on October 14, 1930, a majority of the members of the Common Council of The City of San Diego were authorized and empowered to enter into a contract with the Daley Corporation for the furnishing of all labor, materials and equipment for the grading of the east TORREY PINES ROAD, in accordance with the plans and specification therefor referred to in said contract and for the contract price therein set forth; and

WHEREAS, due to a mutual mistake the said contract, in its written terms, as executed by both parties, failed to comply with plans and specifications in the provision covering the date and method of making payments for said work to be done, NOW, THEREFORE,

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 8th day of December, 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, and hereinafter sometimes designated as the City, and the DALEY CORPORATION, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That the paragraph contained in the contract under Document No. 261767, 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."

be, and it is hereby reformed to comply with the terms of the provisions of Sections f and g of Section 8 of the Plans and Specifications, hereinbefore filed with the City of San Diego under Document No. 260547, so as to read as follows:

"The Manager of Operation shall, once in each month, cause an estimate in writing to be made of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate, and the value thereof. The City of San Diego shall retain ten per cent (10%) of such estimated value of the work done and fifty per cent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Manager of Operation, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300.00).

The Manager of Operation shall, after the completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the City of San Diego shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of thirty-five (35) days from the date of acceptance of the work by the Manager of Operation.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release The City of San Diego and the Manager of Operation from any and all claims or liability on account of work performed under the contract or any alteration thereof."

IN WITNESS WHEREOF, this supplemental 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, 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
IRA S. IREY
Members of the Common Council.

DALEY CORPORATION, Contractor.
By G. R. DALEY, Pres.

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

On this 8th day of Dec., 1930, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley, known to me to be the President 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
Aug. 31, 1932.

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

I HEREBY approve the draft of the foregoing Contract this 8 day of December, 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, (Supplemental), with Daley Corporation, being Document No. 263803.

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 TWO HUNDRED SIXTY-ONE DOLLARS (\$261.00), 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 December, 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 UDAL STREET, VOLTAIRE STREET, WHITTIER STREET, XENOPHON STREET, YONGE STREET, WESTCLIFFE PLACE, EDITH LANE, PLUM STREET, and WILLOW STREET, within the limits and as particularly described in Resolution of Intention No. 54573, adopted by the Common Council on August 25, 1930, 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, Principal

(SEAL) ATTEST:

M. B. FOWLER

(SEAL) ATTEST:

PAUL WOLCOTT, Resident Assistant Secretary

By W. F. RABER

THE AETNA CASUALTY AND SURETY COMPANY, Surety.

By FRANK A. SALMONS, Resident Vice-President

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

On this 8th day of December, 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.

(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 4 day of December, 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. 55356 passed and adopted by the 1st day of December, 1930, require and fix the sum of \$261.00 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

ROSEVILLE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 15th day of December, 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: 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, 1930, to-wit, to and including October 14, 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 and Assessment for Roseville Lighting District No. 1", filed September 12, 1930, 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 Eight and 56/100 Dollars (\$208.56) 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 Thirty-four and 24/100 Dollars (\$834.24) 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 Eight Hundred Thirty-four and 24/100 Dollars (\$834.24) 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 Eight Hundred Thirty-four and 24/100 Dollars (\$834.24).

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 Eight and 56/100 Dollars (\$208.56), 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

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

IRA S. IREY

Members of the Common Council.

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. 263870.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom 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 SEVEN HUNDRED SIXTEEN DOLLARS (\$1716.00), 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 December, 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 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, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MOANA DRIVE, TARENTO DRIVE, SAVOY STREET, CATALINA BOULEVARD, SORRENTO DRIVE, BARCELONA DRIVE, CALAVERAS DRIVE, PIEDMONT DRIVE, HILL STREET, MARSELLES STREET, MONACO STREET, BRINDISI STREET, ALGECIRAS STREET, CARMELO STREET, CASITAS STREET, LADERA STREET, SUNSET CLIFFS BOULEVARD, CORDOVA STREET, and DEVONSHIRE DRIVE, within the limits and as particularly described in Resolution of Intention No. 54479, adopted by the Common Council August 11, 1930, 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, Principal
By W. F. RABER

(SEAL) ATTEST:
M. B. FOWLER

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary.

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

On this 8th day of December, 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 9 day of December, 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. 55304 passed and adopted on the 24th day of November, 1930, require and fix the sum of \$1716.00 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 15th day of December, 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:

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;
CORNISH DRIVE, for its entire length;
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 Savoy Street;
SAVOY 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, 1930, to-wit, to and including September 30, 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 and Assessment for Sunset Cliffs Lighting District No. 1" filed September 6, 1930 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 Three Hundred Seventy-two and 80/100 Dollars (\$1372.80) 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 Four Hundred Ninety-one and 20/100 Dollars (\$5491.20) 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 "Sunset Cliffs Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Five Thousand and Four Hundred Ninety-one and 20/100 Dollars (\$5491.20) 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 Five Thousand Four Hundred Ninety-one and 20/100 Dollars (\$5491.20).

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 One Thousand Three Hundred Seventy-two and 80/100 Dollars (\$1372.80) 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 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
IRA S. IREY
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

I HEREBY APPROVE the form of the foregoing Contract, this 9 day of December, 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 and Electric Company, being Document No. 263871.

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 PACIFIC TANK & PIPE COMPANY, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of CALIFORNIA, a corporation organized and existing under and by virtue of the laws of the State of ---as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED SEVENTY-FIVE Dollars (\$275.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 December, 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:

2500 - 1/2" x 11'2" long, one piece round mild steel pipe bands, with upset threads for 36" inside diameter, 1-1/2" stave wood pipe, bent to circle but not dipped, and each band provided with one malleable iron double pull shoe; 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.

(SEAL) ATTEST:
B. LANE, Secy.
(SEAL)

PACIFIC TANK & PIPE CO., Principal
JAMES TYSON, Pres.
HARTFORD ACCIDENT AND INDEMNITY CO., Surety
By H. L. JANSEN, Attorney In Fact

STATE OF CALIFORNIA,
CITY AND COUNTY OF) SS.
SAN FRANCISCO)

On this 5th day of December in the year one thousand nine hundred and thirty, before me, W. W. HEALEY a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared H. L. JANSEN known to me to be the ATTORNEY IN FACT of the HARTFORD ACCIDENT AND 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 City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)
My Commission will Expire
August 29, 1933

W. W. HEALEY
Notary Public in and for the City and County of San Francisco, State of California.

I HEREBY APPROVE the form of the within Bond, this 10 day of Dec., 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 15th day of December, 1930.

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

J. V. ALEXANDER
S. P. McMULLEN
L. C. MAIRE
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 15th day of Dec., 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, and hereinafter sometimes designated as the City, and PACIFIC TANK & PIPE COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

2500 - 1/2" x 11'2" long, one piece round mild steel pipe bands, with upset threads for 36" inside diameter, 1-1/2" stave wood pipe, bent to circle but not dipped, and each band provided with one malleable iron double pull shoe; 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:

2500 pipe bands, each band provided with one malleable iron double pull shoe, at ---\$0.44 EACH.

Said contractor agrees to complete delivery of said material with fifteen (15) 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 One Hundred Dollars (\$1,100.00), said payments to be made as follows: Upon completion of delivery of said material, 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 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
IRA S. IREY
Members of the Common Council
PACIFIC TANK & PIPE CO., Contractor
JAMES TYSON, Pres.

(SEAL) ATTEST:
B. LANE, Secy.

I hereby approve the form of the foregoing contract, this 15th day of December, 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 Pacific Tank & Pipe Co., being Document No. 263895.

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

By August M. Skidstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, as Principal and MASSACHUSETTS BONDING & INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the laws of the Commonwealth 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 FOUR THOUSAND TWO HUNDRED FIVE Dollars (\$4,205.00), 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, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of December, 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 labor, materials and equipment for the widening and improving of PER-SHING DRIVE, between the south line of Balboa Park and Upas Street, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 263160, 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) DALEY CORPORATION, Principal
By G. R. DALEY, President.
MASSACHUSETTS BONDING & INSURANCE COMPANY, Surety.
By HUGO A. KUEHMSTED, Attorney-in-fact

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

On this 12th day of Dec., 1930, before me, C. D. Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley, known to me to be the President 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
Aug. 31, 1932.

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

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

On this 8th day of December, 1930, before me, C. D. Moore, a Notary Public in and for the County of San Diego personally appeared Hugo A. Kuehmsted, 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 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.

C. D. MOORE

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

(SEAL)

I hereby approve the form of the within Bond, this 12 day of Dec., 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 15th day of December, 1930.

(SEAL) ATTEST:

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

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

IRA S. IREY

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, as Principal and MASSACHUSETTS BONDING & INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the Commonwealth 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 EIGHTY-FOUR HUNDRED NINE Dollars (\$8409.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 8th day of December, 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 DALEY CORPORATION as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the widening and improving of PERSHING DRIVE, between the south line of Balboa Park and Upas Street, in the City of San Diego, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 263160, 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:

DALEY CORPORATION, Principal
By G. R. DALEY, President.

(SEAL)

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

On this 12th day of Dec., 1930, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley, known to me to be the President 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.

C. D. MOORE

(SEAL)

My Commission expires
Aug. 31, 1932.

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

MASSACHUSETTS BONDING & INSURANCE COMPANY, Surety.

By HUGO A. KUEHMSTED, Attorney-In-Fact

(SEAL)

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

On this 8th day of December, 1930, before me, C. D. Moore, a Notary Public in and for the County of San Diego personally appeared Hugo A. Kuehmsted, 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.

C. D. MOORE

(SEAL)

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

I hereby approve the form of the within Bond, this 12 day of Dec., 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 15th day of December, 1930.

(SEAL) ATTEST:

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

J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

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 15th day of Dec., 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, and hereinafter sometimes designated as the City, and DALEY 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The widening and improving of PERSHING DRIVE, between the south line of Balboa Park and Upas Street, in the City of San Diego, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 263160.

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

2,861.00 cu. yds. excavation, per cu. yd., -----	\$ 0.25
422.00 cu. yds. embankment, per cu. yd., -----	\$ 0.19
117,594.29 sq. ft. of pavement, per sq. ft., -----	\$ 0.104
117,549.29 sq. ft. of subgrade, per sq. ft., -----	\$ 0.0075
17 ft. of 12" reinforced concrete pipe L.S.,	
per foot, -----	\$ 1.50

Reconstruction of bridge, together with all appurtenances,
complete, \$ 2885.00

Said contractor agrees to commence said work within 30 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 180 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:

2,861.00 cu. yds. excavation, per cu. yd., -----	\$ 0.25
422.00 cu. yds. embankment, per cu. yd., -----	\$ 0.19
117,594.29 sq. ft. of pavement, per sq. ft., -----	\$ 0.104
117,549.29 sq. ft. of subgrade, per sq. ft., -----	\$ 0.0075
17 ft. of 12" reinforced concrete pipe L.S.,	
per foot, -----	\$ 1.50

Reconstruction of bridge, together with all appurtenances,
complete, \$2885.00

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 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 Superintendent of Streets 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 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 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 directions 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 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 Superintendent of Streets, as unfair, it shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record and ruling.

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By J. V. ALEXANDER

S. P. McMULLEN

L. C. MAIRE

IRA S. IREY

Members of the Common Council.

DALEY CORPORATION, Contractor.

By G. R. DALEY, President

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)

I HEREBY APPROVE the draft of the foregoing Contract this 12 day of Dec., 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 Daley Corporation, being Document No. 263927.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 15th day of December, 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, and C. E. HARTELL and HARRY C. LATHAM hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 12900, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 28th day of July, 1930, and approved by the Mayor of said City on the 28th day of July, 1930, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

That certain room situate in the East San Diego City Hall building, designated as 4270 University Avenue;

For a term of three (3) years, beginning on the 1st day of January, 1931, and ending on the 31st day of December, 1933, at the following rentals: The sum of Seventy-five Dollars (\$75.00) per month during the first two years of said term, and the sum of One Hundred Dollars (\$100.00) per month during the last year of said term, payable monthly in advance at the office of the Lessor, during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessees for garage purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Fourth. That the lessees shall keep and maintain said premises in as good repair and condition as they may receive them at their own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. That the said lessees 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.

Seventh. Said lessees agree that on the last day of said term, or other sooner termination of this lease, the said lessees 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.

Eighth. 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 lessees and by tendering to said lessees a proportionate part of any rentals paid in advance by said lessees.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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 lessees and for their account.

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.

CITY OF SAN DIEGO,

By S. P. McMULLEN

L. C. MAIRE

IRA S. IREY

(Members of the Common Council)

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

C. E. HARTELL

H. C. LATHAM, Lessees.

I HEREBY APPROVE the draft of the foregoing lease this 13 day of November, 1930.

M. W. CONKLING, City Attorney

By H. C. HOPKINS, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with C. E. Hartell and Harry C. Latham, being Document No. 263979

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy

BEACON LICENSE

For and in consideration of one dollars per annum, the undersigned owner, on this 3rd day of November, 1930, hereby grants to the United States of America, the license, right, and privilege to erect and maintain an aerial beacon light, together with necessary appurtenances thereto and equipment used in connection therewith, upon the lands of the undersigned owner in the County of San Diego, in the State of California, described as follows: From a point where the Pueblo Lot Line common to Lot No. 1313 and Lot No. 1316 intersects the Northwestern side of the Miramar Road proceed South 47° 34' west a distance of five hundred and forty eight feet (548') to a stake which is the point of beginning, thence west a distance of one hundred feet (100'), thence North a distance of one hundred feet (100'), thence east a distance of one hundred feet (100'), thence south a distance of one hundred feet (100') to point of beginning. Said 100' square being on the northwestern side of the Miramar Road.

Together with the right of ingress and egress thereto and therefrom over said lands and adjoining lands of the undersigned owner, necessary or convenient for the erection, maintenance, and use of the beacon and appurtenances aforesaid; and a right of way over said lands and adjoining lands of the undersigned owner, for the United States or its contractor or other duly authorized representative, by the most practicable route, for a pole line for extending electric power to the beacon.

The undersigned owner shall not, during the term of this license, erect any structures on the premises above described, nor use nor allow the use of said premises in any manner or for any purpose inconsistent with the rights and privileges herein granted, nor plow nor turn over the soil without the permission of the Secretary of Commerce of the United States in writing expressed.

This license shall become effective July 1, 1930, and shall remain in force until June 30, 1931, and thereafter shall remain and continue in force from year to year, at the option of the United States, unless before June 30 of any year in which it is in force, notice in writing to the contrary shall be given by the United States, and provided, after 10 years from the expiration hereof, the undersigned owner may cancel, revoke, or terminate it by giving to the United States six months' written notice of their intention so to do.

The consideration hereinbefore stipulated shall be paid on or after June 30 of each year this license remains in force, or on or after the date of its revocation.

All structures, improvements, or other property placed upon the said premises by the United States shall remain its property, and may be removed by it upon the expiration or termination of this license or within 90 days thereafter.

CITY OF SAN DIEGO

(SEAL) ATTEST

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

HARRY C. CLARK

Mayor of the City of San Diego.

The undersigned tenant of said premises hereby consents to and approves the foregoing license and, if it is accepted by the United States, will abide by its conditions.

None (Tenant)

Accepted on behalf of the United States of America

By CLARENCE M. YOUNG

Assistant Secretary of Commerce for Aeronautics.

Examined and found to comply with all the requirements of law and to be correct in form and execution. DEC. 3, 1930

J. J. O'HARA, Solicitor, F.B.M.

The amount of this license will paid from the appropriation "Air Navigation Facilities 1931." This appropriation is sufficient for the payment of all obligations incurred against it including this license. W. P. HARMAN, Acting Commissioner of Lighthouse.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License to United States Department of Commerce, being Document No. 264074.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

ASSIGNMENT

FOR VALUE RECEIVED, we, B. G. Johnson and Glenn W. Johnson, hereby sell, assign and transfer to R. C. Wahler, Herbert C. Wahler and C. M. Huston, all our right title and interest in and to that certain Contract dated April 29, 1927, by and between the City of San Diego, California and ourselves, covering the purchase and sale of garbage collected by said City of San Diego.

Dated at San Diego, California, March 3, 1930.

B. G. JOHNSON

GLEN W. JOHNSON

I hereby Certify that the above and foregoing is a full, true and correct copy of Assignment of Contract by Johnson Bros. to Wahler & Huston. Being Document No. 256626.

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 Nineteen Dollars (\$119.00), 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 December, 1930.

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 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.

(SEAL) Attest:
M. B. FOWLER

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

(SEAL) Attest:
ARCHIE R. GOWAN
Resident Assistant Secretary.

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

On this 19th day of December, 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. Salmon, 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.

(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 20 day of Dec., 1930.
M. W. CONKLING, City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 55453 passed and adopted on the 15th day of December, 1930, require and fix the sum of \$119.00 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
LA PLAYA LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 29th day of December, 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 streets 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;

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, 1930, to-wit, to and including November 24, 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 and Assessment for La Playa Lighting District No. 1", filed September 27, 1930, 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 Eighty and 16/100 Dollars (\$380.16) 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 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-five and 04/100 Dollars (\$95.04), in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Eighty and 16/100 Dollars (\$380.16) 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 Three Hundred Eighty and 16/100 Dollars (\$380.16).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Ninety-five and 04/100 Dollars (\$95.04), 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.

I hereby approve the form of the foregoing Contract, this 20 day of Dec., 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 S.D.Cons. G. & E. Co. on La Playa Lighting district #1. Being Document No. 264276.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Schuster* 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 SEVENTY-TWO DOLLARS (\$472.00), 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 December, 1930.

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 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.

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, Surety.

Resident Vice-President

(SEAL) Attest:
ARCHIE R. GOWAN
Resident assistant secretary

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

On this 19th day of December, 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. Salmon, 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.

(SEAL) FRANCIS S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 20 day of Dec., 1930.
M. W. CONKLING, City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 55454 passed and adopted on the 15th day of December, 1930, require and fix the sum of \$472.00 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
ADAMS AVENUE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 29th day of December, 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 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 a period of one year from and after August 28, 1930, to-wit, to and including August 27, 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 and Assessment on Adams Avenue Lighting District No. 1", filed June 18, 1930 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 Seventy-seven and 28/100 Dollars (\$377.28) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Five Hundred Nine and 12/100 dollars (\$1509.12) 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 One Thousand Five Hundred Nine and 12/100 Dollars (\$1509.12) 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 One Thousand Five Hundred Nine and 12/100 Dollars (\$1509.12).

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, other than said sum of Three Hundred Seventy-seven and 28/100 Dollars (\$377.28), 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.

I HEREBY APPROVE the form of the foregoing Contract, this 20 day of Dec., 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 S.D. Cons. G. & E. Co. for Adams Avenue Lighting District No. 1. Being Document No. 264277.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August W. 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 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 19th day of December, 1930.

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 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
By W. F. RABER

Principal.

(SEAL) Attest:

M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS Surety.

Resident Vice-President.

(SEAL) Attest:

ARCHIE R. GOWAN

Resident Assistant Secretary.

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

On this 19th day of December, 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. Salmon, 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 20 day of Dec., 1930.

M. W. CONKLING, City Attorney.

By C. L. BYERS, Deputy, City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 55452 passed and adopted on the 15th day of December, 1930, require and fix the sum of \$461.00 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

MISSION BEACH LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 29th day of December, 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 thirty-seven (37) 600 candle power lamps on mast arms attached to the poles located in 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 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 a period of one year from and after August 17, 1930, to-wit, to and including August 16, 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 Mission Beach Lighting District No. 2", filed June 4, 1930 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 Sixty-eight and 52/100 Dollars (\$368.52), in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Four Hundred Seventy-four and 08/100 Dollars (\$1474.08) 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 Four Hundred Seventy-four and 08/100 Dollars (\$1474.08) 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 Four Hundred Seventy-four and 08/100 Dollars.

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Three Hundred Sixty-eight and 52/100 Dollars (\$368.52), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year 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

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 20 day of Dec., 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 S.D. Cons. G. & E Co., on Mission Beach Lighting District No. 1. Being Document No. 264278.

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 EIGHT HUNDRED FORTY-THREE DOLLARS (\$843.00), 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 26th day of December, 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 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, 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

Principal

(SEAL) Attest:

M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

By ARCHIE R. GOWAN

Surety

Resident Vice-President.

(SEAL) Attest:

PAUL WOLCOTT

Resident Assistant Secretary.

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

On this 26th day of December, 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 Archie R. Gowan, 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,

(SEAL)

State of California.

I hereby approve the form of the foregoing Undertaking this 24 day of Dec., 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. 55499 passed and adopted on the 22nd day of December, 1930, require and fix the sum of \$843.00 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 29th day of December, 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:

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, 1930, to-wit, to and including August 13, 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 and assessment for Ocean Beach Lighting District No. 1" filed August 23, 1930, 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 Seventy-four and 17/100 Dollars (\$674.17) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Six Hundred Ninety-six and 68/100 Dollars (\$2696.68) 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 Two Thousand Six Hundred Ninety-six and 68/100 Dollars (\$2696.68) 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 Two Thousand Six Hundred Ninety-six and 68/100 Dollars (\$2696.68).

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 Seventy-four and 17/100 Dollars (\$674.17) 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

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 24 day of Dec., 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 S.D.Cons. G. & E. Co., on Ocean Beach Lighting District No. 1. Being Document No. 264320.

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 TWO HUNDRED SIXTY-FOUR DOLLARS (\$264.00), 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 26th day of December, 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, 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 ARCHIE R. GOWAN

Surety

Resident Vice-President

(SEAL) Attest:

PAUL WOLCOTT

Resident assistant secretary.

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

On this 26th day of December, 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 Archie R. Gowan, 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 24 day of Dec, 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. 55499 passed and adopted on the 22nd day of December, 1930, require and fix the sum of \$264.00 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 29th day of December, 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 and the Novalux bracket lamps on the following streets, in the City of San Diego, California, to-wit: 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, 1930, to-wit, to and including December 22, 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 and Assessment for Sixth Street Lighting District No. 1", filed October 3, 1930, 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 Thirty and 80/100 Dollars (\$130.80) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Five Hundred twenty-three and 20/100 Dollars (\$523.20) 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 "Sixth Street Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Five Hundred Twenty-three and 20/100 Dollars (\$523.20) 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 Five Hundred Twenty-three and 20/100 Dollars (\$523.20).

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 One Hundred Thirty and 80/100 Dollars (\$130.80) 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

(SEAL) Attest:
M. B. FOWLER

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

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

I Hereby approve the form of the foregoing Contract, this 24 day of Dec., 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 S.D. Cons. G. & E. Co., on 6th Street Lighting District No. 1. Being Document No. 264321.

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 TWO HUNDRED DOLLARS (\$200.00), lawful money of the United States of America, to be paid to said the City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of December, 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 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.

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

Surety

Resident Vice-President

(SEAL) Attest:
PAUL WOLCOTT
Resident Assistant Secretary.

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO, ss

On this 23rd day of December, 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.

(SEAL) FRANCIS S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I hereby approve the form of the foregoing Undertaking this 11 day of Dec., 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. 55396 passed and adopted on the 8th day of December, 1930, require and fix the sum of \$200.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
LOGAN AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 29th day of December, 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:

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, 1930, to-wit, to and including November 15, 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 and Assessment for Logan Avenue Lighting District No. 1" filed September 17, 1930 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 Fifty-nine and 96/100 (\$159.96) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Six Hundred Thirty-nine and 84/100 Dollars (\$639.84) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Six Hundred Thirty-nine and 84/100 Dollars (\$639.84) 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 Six Hundred Thirty-nine and 84/100 Dollars (\$639.84).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of One Hundred Fifty-nine and 96/100 Dollars (\$159.96) nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) Attest: SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
M. B. FOWLER 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 11 day of Dec., 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 S. D. Cons. G. & E. Co. on Logan Avenue Lighting District No. 1. Being Document No. 264322.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom 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 ONE THOUSAND FOUR HUNDRED TWENTY-FOUR Dollars (\$1424.00), 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 December, 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:

35,000' - 3/4" malleable copper tubing, in 60 foot lengths; and

2,000' - 1" malleable copper tubing in assorted lengths,

In accordance with City of San Diego Specifications No. 118-A, on file in the Office of the City Clerk of said City; under Document No. 206360.

Delivery f.o.b. City Yard at California and Grape Streets, San Diego, California, and for the contract price set forth, in contract therefor.

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 COMPANY

By W. C. SHAW, Secy.

Principal.

(SEAL) Attest:

W. MURRAY SMITH

THE AETNA CASUALTY AND SURETY COMPANY

Surety.

By FRANK A. SALMONS

Resident Vice-President

(SEAL) Attest:

ARCHIE R. GOWAN

Resident Assistant Secretary.

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

On this 24th day of December, 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 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 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 29th day of Dec., 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 29th day of December, 1930.

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.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 29th day of Dec., 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, 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:

35,000 ft. 3/4" malleable copper water service tubing, in 60 foot lengths; and

2,000 ft. 1" malleable copper water service tubing, in assorted lengths;

In accordance with City of San Diego Specifications No. 118-A on file in the Office of the City Clerk of said City under Document No. 206360;

Delivery f.o.b. City Yards, 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:

35,000' 3/4" malleable copper water service tubing, in 60' lengths, per 100 feet \$15.23;

2,000' 1" malleable copper water service tubing, in assorted lengths as follows:

1 ft. to 30 ft. long, per 100 feet, \$ 18.01

30 " " 45 " " " " " \$ 18.34

45 " " 60 " " " " " \$ 18.70

Said contractor agrees to begin delivery of said material within 45 days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of Feb., 1931.

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 amounts hereinabove set forth, said payments to be made as follows:

Upon completion of delivery of said material, 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 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.

WESTERN METAL SUPPLY CO.

by W. C. SHAW, Contractor

Secretary

(SEAL) Attest:

W. MURRAY SMITH

I hereby approve the form of the foregoing contract, this 29 day of Dec., 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 Western Metal Supply Co. for furnishing copper tubing to the City of San Diego. Being Document No. 264351.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadsten* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That SAM SHELLEY, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY, of Baltimore a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED FIFTY Dollars (\$350.00), lawful money of the United States of America, to be paid to said the City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds _____, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of December, 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 install a water service and lawn sprinkling system in approximately one-half of the Masonic section of Mt. Hope Cemetery, 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.

SAM SHELLEY

Attest: JEANNE COWAN

Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

of BALTIMORE, MARYLAND, Surety

By H. T. BALTHIS

Its Attorney-In-Fact.

(SEAL) Attest:

JEANNE COWAN

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

On this 29th day of December in the year one thousand nine hundred and Thirty, before me, Dorothy Stevely, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. T. Balthis, 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. T. Balthis 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)

I hereby approve the form of the within Bond, this 31 day of Dec., 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 5th day of January, 1931.

(SEAL) Attest:

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

LOUIS C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That SAM SHELLEY, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY, of Baltimore 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 SEVEN HUNDRED DOLLARS (\$700.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, admi____, 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 29th day of December, 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 SAM SHELLEY 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 water service and lawn sprinkling system in approximately one-half of the Masonic Section of Mt. Hope Cemetery, in accordance with the plans and specifications contained in Document No. 261921 on file in the Office of the City Clerk of said City, referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against him, for such labor or materials, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified:

ATTEST: JEANNE COWAN

SAM SHELLEY
Principal
UNITED STATES FIDELITY AND GUARANTY COMPANY
of Baltimore, Maryland, Surety.
By H. T. BALTHIS
Its Attorney-in-fact.

(SEAL) Attest:

JEANNE COWAN

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

On this 29th day of December in the year one thousand nine hundred and Thirty, before me, Dorothy Stevely, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. T. Balthis, 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. T. Balthis, 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) DOROTHY STEVELY
Notary Public in and for San Diego County,
State of California.

I hereby approve the form of the within Bond, this 31 day of Dec., 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 5th day of January, 1931.

(SEAL) Attest:

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

LOUIS 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 5th day of January, 1931, by and 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 SAM SHELLEY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The installation of a water service and lawn sprinkling system in approximately one-half of the Masonic Section of Mt. Hope Cemetery, in accordance with the plans and specifications therefor contained in Document No. 261921 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:

332.0 lin. ft. 3" water main and appurtenances, per line ft.,	\$ 0.4425
336 lin. ft. 2-1/2" " " " " " "	\$ 0.3425
2110.0 lin. ft. 2" " " " " " "	\$ 0.2425
1759.0 lin. ft. 1" " " " " " "	\$ 0.1425
2 2-1/2" gate valves, each,	\$ 7.25
8 2" " " " " "	\$ 4.25
83 snap valves, together with riser pipe and service cock, complete each,	\$ 4.25
5 1" control valves, each,	\$ 1.75
17 1/2" sprinkler heads, together with riser pipe, complete,	\$ 0.75
17 hose bibb tees, in place, each,	\$ 0.85

Said contractor agrees to commence said work within 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 40 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 sums hereinabove mentioned, 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 the Cemetery 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 the Cemetery, 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.

It is further agreed by the parties hereto that used or reclaimed pipe shall not be used in the performance of this contract and that only first grade materials complying with the specifications and standards of the City of San Diego shall be used in carrying out the construction under the terms 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 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 LOUIS C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council

SAM SHELLEY

CONTRACTOR

ATTEST: G. A. ENGLISH

I hereby approve the form of the foregoing Contract this 31 day of Dec., 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 Sam Shelley for Water System at Mt. Hope Cemetery. Being Document No. 264465.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That FRANK W. SEIFERT, as Principal and SOUTHERN SURETY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4500.00), 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 2nd day of January, 1931.

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 City of San Diego with complete plans and specifications, with a detailed estimate of costs, of an approved sewerage collection system to serve all the City of San Diego, together with the location of sites to which said sewage shall be delivered; and to furnish all labor and material to make a thorough study of all conditions, to make the necessary field surveys and furnish profiles, maps and working drawings on standard size sheets, for the most practical, efficient and economical sewerage collection system, in accordance with the terms 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.

FRANK W. SEIFERT

Principal

ATTEST:
MAE WILLIAMS

SOUTHERN SURETY COMPANY OF NEW YORK

Surety

(SEAL)

By DONALD B. GOLDSMITH
Attorney-in-fact.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO(ss
CITY OF SAN DIEGO)

On this 2nd day of January, 1931, before me personally appeared Donald B. Goldsmith, Attorney-in-Fact, of the SOUTHERN SURETY COMPANY OF NEW YORK, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resides in San Diego, Calif.; that he is the Attorney-in-Fact of the SOUTHERN SURETY COMPANY OF NEW YORK, the corporation named in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed and executed the said instrument as Attorney-in-Fact of said corporation by like order.

HELEN C. WALLACE

Notary Public

(SEAL)

My Commission Expires
Mch. 12, 1934.

I hereby approve the form of the within Bond, this 2 day of Jan., 1931.

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 2d day of January, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER

S. P. McMULLEN

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 2d day of January, 1931, by and 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 FRANK W. SEIFERT, 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 carrying out of the terms of this contract.

The party of the second part agrees that he will furnish the party of the first part complete plans and specifications, with a detailed estimate of costs, of an approved sewerage collection system to serve all the City of San Diego, showing thereon the location of sites to which said sewage shall be delivered.

Second party agrees to make a thorough study of all conditions concerning the collection of sewage for the entire City of San Diego, and to make and furnish the necessary field surveys and furnish profiles, maps and working drawings on standard size sheets, such as are used by the City Engineer of the City of San Diego, for the most practical, efficient and economical sewerage collection system and for the location of all pipes, connections, rights of way and treatment plant sites; and to furnish detailed estimates of costs of the entire proposed project.

It is agreed by the second party hereto that the plans and specifications and work to be done under the provisions of this contract shall be complete in every respect and shall be such as to be adequate to furnish a complete sewerage collection system to serve the entire City of San Diego.

Second party further agrees that he will employ R. F. Goudy of Los Angeles, a sanitary engineer, to be the sanitary engineer in charge of the work herein this contract agreed to be done; and it is agreed that said R. F. Goudy shall be the consulting engineer for the work proposed to be done under the provisions of this contract, having supervision over the preparation of the said plans for the said complete, adequate sewerage collection system for the City of San Diego.

It is further agreed that in the event said R. F. Goudy is unable to act as a sanitary engineer under the terms of this contract, that then and in that event second party agrees to obtain the services of a sanitary engineer of equal prominence and standing, the selection of said engineer to be submitted to the Common Council of the City of San Diego, who shall approve, in writing, said engineer selected; and second party agrees that no sanitary engineer will be employed who is not so approved by the Common Council of the City of San Diego.

Said second party hereby agrees to do and perform all of said work and to carry out all the provisions of this contract for the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00); and further agrees to commence said work within thirty (30) days from and after the date of the execution of this contract, and to prosecute the same diligently so that said work shall be completed within one year from and after the date of the execution of this contract.

Said party of the first part, in consideration of the faithful performance by said contractor of each, every and all 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 sum, to-wit: Eighteen Thousand Dollars (\$18,000.00), said payment to be made within thirty-one days after the said contract has been completed and the work approved and accepted by the party of the first part.

It is hereby agreed that upon the completion of the work here in this contract provided for, that the same shall be submitted to the Manager of Operation of the City of San Diego for his approval; and that the said work shall not be accepted by the party of the first part until the said work has been so approved.

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.

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 and covenants that all labor employed under this contract shall be citizens of the City of San Diego, with the exception of the sanitary engineer.

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.

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 J. V. ALEXANDER
S. P. McMULLEN
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

FRANK W. SEIFERT
Contractor

I hereby approve the draft of the foregoing contract this 2nd day of January, 1931.
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 Contract with Frank W. Seifert to furnish plans for sewage collection system. Being Document No. 264513.

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

Signed by us and dated this 13th day of January, 1931.

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 westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street; PROSPECT STREET, between La Jolla Boulevard and Cave Street; PROSPECT PLACE, between Cave Street and Blue Bird Lane; GIRARD AVENUE, between Silverado Street and Prospect Street; HERSCHEL AVENUE, between Silverado Street and Prospect Street; and WALL STREET, between Girard Avenue and Ivanhoe 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. FOWER

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

(SEAL) Attest:
PAUL WOLCOTT
Resident Assistant Secretary

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

On this 13th 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.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 9 day of Jan., 1931.

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. 55581 passed and adopted on the 5th day of January, 1931, require and fix the sum of \$1230.00 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 JOLLA LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 19th day of January, 1931, 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:

LA JOLLA BOULEVARD, between the westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street;
PROSPECT STREET, between La Jolla Boulevard and Cave Street;
PROSPECT PLACE, between Cave Street and Blue Bird Lane;
GIRARD AVENUE, between Silverado Street and Prospect Street;

HERSCHEL AVENUE, between Silverado Street and Prospect Street; and
WALL STREET, between Girard Avenue and Ivanhoe 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 January 1, 1931, to-wit, to and including December 31, 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 and Assessment for La Jolla Lighting District No. 1", filed October 20, 1930 in the Office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of NINE HUNDRED EIGHTY-THREE and 40/100 DOLLARS (\$983.40) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

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 Three Thousand Nine Hundred Thirty-three and 60/100 Dollars (\$3933.60) 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 "La Jolla Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Three Thousand Nine Hundred Thirty-three and 60/100 Dollars (\$3933.60) 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 Three Thousand Nine Hundred Thirty-three and 60/100 Dollars.

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 Nine Hundred Eighty-three and 40/100 Dollars (\$983.40) 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

(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 AUGUST M. WADSTROM, Deputy.

I hereby approve the form of the foregoing Contract, this 9 day of Jan., 1931.

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 S. D. Cons. G & E Co. on La Jolla Lighting District No. 1. Being Document No. 264892.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

L E A S E

THIS INDENTURE, made in duplicate this 19th day of January, 1931, 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 rent and take, as Lessee, those certain premises known and described as No. 1109 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, 1930, and ending on the 14th day of December, 1931.

Yielding and paying therefor during the term thereof the sum of Sixty Dollars (\$60.00), lawful money of the United States, payable semi-annually in advance as follows: \$30.00 on the 15th day of December, 1930 and \$30.00 on the 15th day of June, 1931.

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, after 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 J. V. ALEXANDER

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council, Lessee

Lease, this 12 day of January, 1931.

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 12 day of January, 1931.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Thomas L. Shepherd, being Document No. 264916.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Hadstrom

Deputy.

CONTRACT

THIS AGREEMENT, made and entered into this 12th day of January, 1931, 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 Globe Electric Works 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, said bids were opened by the Purchasing Department of the City of San Diego, on Dec. 26, 1930, at the hour of 11 o'clock A.M., all bids received pursuant to such notice, including the bid of said Globe Electric Works, 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 Dec. 29th, 1930, at the hour of 10 A.M., a contract was awarded to said Globe Electric Works, for furnishing materials and the construction of an airport lighting system on the municipal airport 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, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete an electric lighting system of 33 airport boundary lights, moving and installing 3 flood light projectors, and equipping same with 3 K.W. lamps and transformers, constructing 2 control circuits for flood lights, installing approximately 300 feet of power cable for future installation of flood lights. Wiring and installing Wind T. Furnishing and installing flood light for Wind Cohe, all as required by and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of Thirty One Hundred and Fifty Dollars (\$3,150.00).

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 shall commence work within 15 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) 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-five (\$25.00) 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 Twenty-five (\$25.00) 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 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 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 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.

18. The Contractor shall observe all the ordinances of the City of San Diego in relation to the obstruction of streets, keeping open passage-ways and protecting the same when they are exposed and would be dangerous to travel.

19. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, temporary bridges, watchmen and lights.

20. The Contractor will be required to take the usual precautions to safeguard traffic and must at all times keep the street open to the field.

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 L. C. MAIRE

ET. H. DOWELL

IRA S. IREY

Party of the First Part

GLOBE ELECTRIC WORKS

By M. FLATLAND

Contractor, Party of the Second Part

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

ATTEST:

G. A. ENGLISH

M. FLATLAND, Contractor.

I hereby approve the form of the foregoing Contract this 15 day of Jan, 1931.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOWALL MEN BY THESE PRESENTS, that M. Flatland, doing business as 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 One thousand five hundred seventy-five Dollars, (\$1575.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, his heirs, administrators, executors, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 10th day of January, 1931.

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 Globe Electric Works as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete an electric lighting system of 33 airport boundary lights, moving and installing 3 flood light projectors, and equipping same with 3 K.W. lamps and transformers, constructing 2 control circuits for flood lights, installing approximately 300 feet of power cable for future installation of flood lights, Wiring and installing Wind T. Furnishing and installing flood light for Wind Cone, all 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 said contract, 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.

GLOBE ELECTRIC WORKS, Principal

By M. FLATLAND

THE AETNA CASUALTY AND SURETY COMPANY,
Surety

By FRANK A. SALMONS, Resident Vice-President

(SEAL) ATTEST:

PAUL WOLCOTT

Resident Assistant Secretary

I hereby approve the form of the within Bond, this 15 day of Jan., 1931.

M. W. CONKLING, City Attorney

By C. L. BYERS, Deputy City Attorney

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

On this 10th day of January, in the year nineteen hundred thirty-one 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.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said 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 19th day of January, 1931.

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

L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That M. Flatland doing business as 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, a municipal corporation in the County of San Diego, State of California in the sum of Seven hundred eighty-seven and 50/100 Dollars (\$787.50), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, administrators, executors, 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 January, 1931.

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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct install and complete an electric lighting system of 33 airport boundary lights, moving and installing 3 flood light projectors, and equipping same with 3 K.W. lamps and transformers, constructing 2 control circuits for flood lights, installing approximately 300 feet of power cable for future installation of flood lights. Wiring and installing Wind T. Furnishing and installing flood light for Wind Cone, all 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.

GLOBE ELECTRIC WORKS, Principal
By M. FLATLAND

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary

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

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

On this 10th day of January, in the year nine^{teen} hundred thirty-one 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.

(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 15 day of Jan., 1931.

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 January, 1931.

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

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 M. Flatland, doing business as Globe Electric Works, being Document No. 264925

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 19th day of January, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and FLOERSCH DAIRIES hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13012, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 17th day of November, 1930, and approved by the Mayor of said City on the 17th day of November, 1930, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

The northeast quarter of the northeast quarter of Section 5; the northwest quarter of the northwest quarter, the South half of the northeast quarter, of the northwest quarter, and the south five (5) acres of the north half of the northeast quarter of the northwest quarter of Section 4, all in Township 19 South, Range 2 West, S.B.M.

For a term of three (3) years, beginning on the 1st day of November, 1930, and ending on the 31st day of October, 1933, at the following rentals: Two Hundred Twenty-five Dollars per year, payable semi-annually in advance as follows: \$112.50 upon the execution of this lease, and thereafter \$112.50 on every May 1st and November 1st during said term, payable at the office of the Lessor.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural

purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals,

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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, 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.

CITY OF SAN DIEGO.

By J. V. ALEXANDER

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

(Members of the Common Council)

FLOERSCH DARRIES, LESSEE.

By A. M. FLOERSCH, Pres.

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

I hereby approve the draft of the foregoing lease this 12 day of Jan., 1931.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Floersch Daries, being Document No. 264945.

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 UNITED STATES 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 TWENTY-FIVE Dollars (\$2925.00), 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 January, 1931.

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:

7000' - 12" Class "C" sand-cast iron pipe, in accordance with City of

San Diego specifications Series 2-29, on file in the office of the City

Clerk of said City under Document No. 229376.

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.

UNITED STATES PIPE & FOUNDRY COMPANY, Principal

By R. W. MARTINDELE, Pac. Coast Mgr.

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK.

Surety.

ATTEST:

F. D. BRUSH

(SEAL) ATTEST:

C. de Martini

By M. A. BAILEY, Attorney in Fact

I hereby approve the form of the within Bond, this 17th day of January, 1931.

M. W. CONKLING, City Attorney

By HARRY S. CLARK, Deputy City Attorney

STATE OF CALIFORNIA,)
CITY AND COUNTY OF) ss.
SAN FRANCISCO)

On this 10th day of January, in the year One Thousand Nine Hundred and thirty one beefore me, Catherine E. Keith, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared M. A. BAILEY 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.

CATHERINE E. KEITH

(SEAL)
My Commission Expires
Oct. 20, 1934.

Notary Public in and for the City and County of San Francisco, California.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 19th day of January, 1931.

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

J. V. ALEXANDER
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 10th day of January, 1931, by and 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 PIPE AND FOUNDRY, 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 ft. - 12" Class "C" sand-cast iron pipe, in accordance with
City of San Diego specifications, Series 2-29, on file in the office
of the City Clerk of said City under Document No. 229376;
Delivery f.o.b. Municipal Pier, San Diego, California.

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

7000' - 12" Class "C" sand-cast iron pipe, per foot,-----\$1.67

Said contractor agrees to deliver 3600' of said material within thirty (30) days from and after the date of the award of this contract, and to complete said delivery on or before the 13th day of February, 1931.

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:

7000' - 12" Class "C" sand-cast iron pipe, per foot,-----\$1.67

payments for said material to be made as follows:

Upon completion of delivery of said material, 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 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 WHEREAS, 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
L. C. MAIRE
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

U.S. PIPE and FOUNDRY CO., Contractor
R. W. MARTINDALE, Pac. Coast Mgr.

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

ATTEST:
F. L. BRUSH

I hereby approve the draft of the foregoing contract, this 17th day of January, 1931.

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 Contract, with United States Pipe & Foundry Co., being Document No. 264990.

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 2d day of February, 1931, 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 ED FLETCHER, 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: The South one-half of Pueblo Lot 1324 of the Pueblo Lands of The City of San Diego, for a term beginning from and after the execution of this lease and ending August 31, 1935, at a rental of Two and 50/100 Dollars (\$2.50) per acre per year for the land now cleared of brush, containing 35 acres more or less; and One Dollar (1.00) per year for all uncleared land, approximately 45 acres, payable, semi-annually in advance.

It is agreed between the parties hereto that with reference to the above description, that the Superintendent of the Purchasing Department is hereby made the agent of both parties, with authority to designate and determine the exact acreage, within the limits above described; which acreage shall be used as a basis for determining the amount of rent to be paid to the City. Both parties hereby agree to accept and ratify the acreage so determined by the said Superintendent of the Purchasing Department.

Said areas of cleared and uncleared land are to be determined in extent and acreage as hereinbefore provided, under the authority conferred upon the Superintendent of the Purchasing Department of said City.

It is agreed by and between the parties hereto that the above described land is leased to said lessee for farming purposes and for no other purposes, and lessee agrees to care for same and the crops thereon according to the rules of good husbandry.

It is stipulated and agreed by and between the parties hereto that for and in consideration of the City leasing the uncleared land to the lessee for the sum of \$1.00 per year, that the lessee will, in a good workmanlike manner, remove and clear the brush from said lands and make the same fit for cultivation, all to be done at lessee's own expense.

It is further stipulated and agreed that the City shall be under no obligation to furnish, and the lessee shall have no right to require the City to furnish water for the use of the lessee on said premises at any time except during the months of November, December, January, February and March of each year; and it is hereby agreed between the parties hereto that during the months hereinbefore mentioned the City agrees to sell water required by the lessee for use upon the said premises, said water to be paid for by the lessee at the current rate and subject to the regulations and conditions contained in that certain ordinance of the ordinances of The City of San Diego numbered 12418, adopted by the Common Council of said City on July 22, 1929.

It is further agreed by and between the parties hereto that in connection with the above agreement with respect to the furnishing of water, that the City shall be under no obligation whatever with respect to providing pipelines for the distribution of said water on the said premises; and the lessee hereby agrees to bear all the expense arising from the necessity for expending funds in the construction of pipelines or other appurtenances necessary for the distribution of water.

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 the City shall not be obligated to any expense whatsoever in connection with the leasing of the said premises occasioned by the construction of any improvements, and that the Lessee shall bear the entire expense arising by reason of the construction of any improvements on the said premises. It is further agreed that the said lessee shall have the privilege, upon the termination of this lease, of removing from said demised premises, at his own expense, all buildings and improvements which have been placed thereon.

Said lessee does hereby covenant, promise and agree that at the expiration of said term, the said lessee will quit and surrender said land now cleared of brush in as good state and condition as it is now in, damage by the elements excepted, and will leave said land now uncleared in good condition ready for the plow.

All buildings erected by lessee on said demised premises shall conform to all requirements of the Building Ordinance of The City of San Diego.

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 in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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.

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 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.

And it is further agreed that in the event this lease is cancelled, as herein provided, or upon the termination of the terms of the lease, as herein provided, that the lessee hereby agrees to furnish the City with a good and sufficient quitclaim deed to all premises described herein.

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 ALBERT W. BENNETT

L. C. MAIRE

E. H. DOWELL

IRA S. IREY

Members of the Common Council.

ED FLETCHER, Lessee.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I HEREBY APPROVE the draft of the foregoing Lease this 2 day of Feb., 1931.

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. Fletcher, being Document No. 265338.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

STIPULATIONS

Uses, Cleveland (Forest); San Diego, City of (Name of applicant (Reservoir) (El Capitan) 9/14/23 (Date of application)

Whereas, The reservoir right of way applied for by the City of San Diego (hereinafter called the Applicant) is within the Cleveland National Forest, as shown by a certain tracing executed by J. W. Williams, Consulting Engineer, on September 13, 1923, and filed in the United States Land Office at Los Angeles, State of California, on September 14, 1923; 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 himself, his heirs, executors, administrators, and assigns, and each of them, jointly and severally (themselves, their heirs, executors, administrators, and assigns, and each of them, jointly and severally) (itself, its successors and assigns, as follows, to-wit:

*1. To pay to the Federal Reserve 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 banked or decked at places designated by the Forest officers.

2. To dispose of all brush, refuse, or unused 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 or 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.

* This clause applies to all uses in which a charge is to be made for timber in accordance with Regulation S-33.

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. All burning of brush or slash to be done under the supervision of a Forest officer.

8. The reservoir shall be open to the public at all times for fishing and hunting.

To make any assignment or transfer of said right of way only after and on condition that the assignees or transferees, 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 caused this instrument to be executed by a majority of the members of the Common Council of said City, thereunto duly authorized, on this 25th day of February, 1924.

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

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

Members of the Common Council.

N.B.--When this instrument is executed by officers of a corporation it must be accompanied by evidence of their authority to do so.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Stipulations re R/W of City in Cleveland National Forest for El Capitan Reservoir, being Document No. 159028.

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 26 day of February, 1931, 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. 13111 of the ordinances of said City, approved January 26, 1931, 1931, as Lessor, and PACIFIC AIR TRANSPORT, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor 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 intersection of the northwesterly line of Palm Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 235.59 feet to a point on a curve concave to the southwest, having a radius of 1979.5 feet, and the center of which bears south 54° 12' 14" west; thence south 54° 12' 14" west along a radial line of said curve a distance of 100 feet to an intersection with a curve drawn concentric to the above described curve and having a radius of 1879.5 feet; thence southeasterly along the arc of said concentric curve an arc distance of 271.52 feet to the true point of beginning; thence continuing southeasterly along arc of said concentric curve an arc distance of 100 feet to a point; thence on a radial line north 65° 31' 46" east a distance of 150 feet to a point on a curve drawn concentric to the above described curves and having a radius of 2029.5 feet; thence northwesterly along the arc of said concentric curve an arc distance

of 107.98 feet to a point; thence south 62° 28' 52" west along a radial line a distance of 150 feet to the true place or point of beginning, containing 15,598 square feet, or .35807 acres, of land;

Together with a reasonable right-of-way over property owned or controlled by the Lessor for ingress thereto and egress therefrom, for pedestrian, vehicular and air travel.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a term of twenty-five (25) years, beginning on the 26th day of February, 1931, and ending on the 26 day of February, 1956, unless sooner terminated as herein provided, at the following rentals:

Fifty dollars (\$50.00) per month for the first five-year period of said term;

Seventy dollars (\$70.00) per month for the second five-year period of said term;

Eighty-five dollars (\$85.00) per month for the third five-year period of said term;

One hundred dollars (\$100.00) per month for the fourth five-year period of said term; and

One hundred twenty-five dollars (\$125.00) per month for the fifth five-year period of said term.

All rentals to be due and payable monthly in advance on the first day of each and every month during the term of this lease.

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 Lessor, and the Harbor Commission of said Lessor, and the people of said Lessor, The City of San Diego, 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 repairing, maintaining, storing and operating aircraft; for the sale of gasoline, lubricants and related products, all in accordance with Ordinance No. 12823, of the ordinances of said Lessor; for the sale of merchandise used in the maintenance and operation of aircraft; for the operation of an air mail and transportation system, charter airplane flights, including necessary terminal facilities; and for the construction and operation of offices, waiting rooms, repair shops, ticket offices, sales rooms, and all other structures necessary in the conduct of the above activities. Lessee may lease space on said premises for the storage of aircraft of third persons, at such rates as shall be fixed by the regulations of the Lessor.

(2) That said Lessee shall also have the right to use Lindbergh Field for such flying as may be necessary in connection with the operation of the above activities; provided, however, that in the use of said Lindbergh Field said Lessee shall be subject to all conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 of the ordinances of said Lessor, and ordinances amendatory thereof and supplemental thereto, 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 Lessor.

(3) That all plans for buildings, structures and improvements to be rected or placed upon said leased premises shall comply with all the ordinances of said Lessor, and shall be subject to the approval of the said Harbor Commission.

(4) That the said Lessee shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(5) The Lessor agrees that it will impose no charge of any kind or character upon materials and/or products purchased or otherwise acquired by the Lessee for use on said air port, nor shall a charge be imposed by said Lessor upon materials and/or products prior to their acquisition by the said Lessee. Provided, however, that the provisions in this paragraph contained shall not prevent the imposition by the Lessor of a tax or other charge upon gasoline, lubricants and related products sold by the Lessee to third persons on the premises herein leased.

(6) All buildings and improvements placed by the Lessee on said premises, and all equipment installed on said premises by the Lessee, and all field equipment furnished by the Lessee at its expense, shall remain the property of the Lessee, and upon the termination of this agreement said buildings, improvements and equipment shall be removed from said premises by the Lessee, or otherwise disposed of, within a reasonable time after termination of this agreement. Lessor agrees that if Lessee shall lease, sell or otherwise dispose of said buildings, improvements and equipment to a person desiring to lease the above described premises from Lessor, Lessor will not arbitrarily withhold its consent to such a lease.

(7) That said Lessor 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 purpose.

(8) It is agreed that in the event of a breach of any of the covenants of the Lessee herein contained, the Lessor may serve notice in writing upon the Lessee that if said breach is not cured within thirty (30) days after the service of said notice this lease shall be terminated. If said breach has not been cured within said thirty-day period, the Lessor may declare this lease at an end, and the 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 Lessor 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; provided, however, that in the event of a termination of this lease, as in this paragraph provided, the Lessee may, within a reasonable time, remove all buildings, field equipment and other personal property of Lessee from the premises herein leased.

(9) The Lessor agrees to maintain said landing field, runways, drainage and approaches in first class condition so as to enable the safe landing and taking off of any aerial equipment employed by the Lessee during the term of this agreement.

(10) The Lessor agrees to install and maintain adequate lighting facilities on said landing field to enable aircraft to safely land on said field at night. Said lighting equipment to be in accordance with the specifications and regulations of the United States Department of Commerce. Lessor further agrees to furnish and maintain sufficient electrical energy for the operation of said lighting equipment; provided, however, that the expense of operating flood lights (but not border or obstruction lights) shall be for account the Lessee when operated for Lessee's exclusive use, in accordance with schedule of rates as adopted by the Harbor Commission.

(11) The Lessor agrees that all other companies affiliated with the Lessee may use the facilities herein provided on said airport by said Lessee under the terms and conditions as herein set forth, and that no rents or charges need be paid by said affiliated companies for said use.

(12) It is agreed that at such time as the Lessee shall no longer carry United States Air Mail to The City of San Diego, the Lessee shall have the right, at its option, to terminate this agreement, upon first giving to the Lessor ninety (90) days' notice in writing of its intention so to do.

(13) 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 Lessor, 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
PACIFIC AIR TRANSPORT, Lessee
By C. E. BRINK, Auditor

(SEAL) ATTEST:
WM. A. PATTERSON, Asst. Secy.

I HEREBY APPROVE the draft of the foregoing Lease, this 30 day of January, 1931.

M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy City Attorney

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

On this 11th day of March, 1931, before me, the undersigned, a Notary Public in and for the said County and State, personally came M. A. Graham, J. C. McClure and Rufus Choate, to me personally known to be the duly qualified and appointed members of the Harbor Commission of The City of San Diego, a municipal corporation, Lessor herein, and the identical persons whose names are affixed to the above instrument, and acknowledged the execution thereof to be their voluntary acts and deeds, as officers of said The City of San Diego, and, in pursuance of a City Ordinance authorizing the execution of said instrument, and that the seal of said City of San Diego was thereto affixed by their authority.

WITNESS my hand and notarial seal at San Diego, California, the day and year last above written.

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

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Pacific Air Transport, being Document No. 266212.

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 16th day of March, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and GEORGE W. WOOD hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13120, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 2d day of February, 1931, and approved by the Mayor of said City on the 2d day of February, 1931, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All that portion of the south half of the northwest quarter (S1/2 of NW 1/4) of Section thirty-two (32), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, lying south of the County Road, as said road is shown on Route No. 15, Division No. 1 of County Highway Commission Surveys on file in the office of the County Surveyor of said San Diego County;

Also, all that portion of the northeast quarter of the southwest quarter (NE 1/4 of SW 1/4) and of the northwest quarter of the southeast quarter (NW 1/4 of SE 1/4) of said Section thirty-two (32) described as follows:

Commencing at the northwest corner of the northeast quarter of the southwest quarter (NE 1/4 of SW 1/4) of said Section thirty-two (32); thence east along the east and west center line of said section, thirteen hundred and forty-five (1345) feet; thence at right angles south one hundred seventy-five (175) feet; thence at right angles west four hundred ninety-three (493) feet; thence at right angles south eleven hundred forty-five (1145) feet to a point in the south line of said northeast quarter of the southwest quarter (NE 1/4 of SW 1/4); thence west along said south line eight hundred fifty-two (852) feet to the southwest corner of said northeast quarter of the southwest quarter (NE 1/4 of SW 1/4); thence north along the west line of said northeast quarter of the southwest quarter (NE 1/4 of SW 1/4), thirteen hundred twenty (1320) feet to the point of commencement;

Also, the northwest quarter of the southwest quarter (NW 1/4 of SW 1/4) of said Section 32, Township twelve (12) South, Range One (1) West, S.B.M.

For a term of three (3) years, beginning on the 30th day of November, 1930, and ending on the 29th day of November, 1933, at the following rentals: At the rate of Three Hundred Twenty-five Dollars (\$325.00) annually, payable semi-annually in advance at the office of the Lessor during said term,

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on ~~en~~ said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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, 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

CITY OF SAN DIEGO,
By ALBERT W. BENNETT
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
(Members of the Common Council.)

GEO. W. WOOD, Lessee.
I hereby approve the draft of the foregoing lease this 12 day of March, 1931.
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 W. Wood, being Document No. 266277

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 March, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and GEORGE R. DALEY, hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13065, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 29th day of December, 1930, and approved by the Mayor of said City on the 29th day of December, 1930, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All those portions of Sections 4, 5, 6, 7, 8 and 9, in Township 18 South, Range 1 East, S.B.M., owned by The City of San Diego, excepting therefrom all land contained in the Otay Reservoir, all easements and rights of way of record, and that amount of land necessary for the proper operation and maintenance of said Reservoir and for water development purposes.

It is agreed by and between the parties that the amount of land necessary for the proper operation and maintenance of the said Reservoir and for water development purposes shall be determined and designated by the Lessor; and that in the event of any dispute, it is agreed that the Superintendent of the Purchasing Department of The City of San Diego shall have the right and authority to conclusively determine the amount of land so necessary to be excluded from the grant contained in this lease.

For a term of five (5) years, beginning on the 3rd day of February, 1931, and ending on the 2nd day of February, 1936, at the following rentals: The sum of One Hundred Twenty-five Dollars (\$125.00) per year, payable in advance on the 3rd day of February of each year during said term, at the office of the Lessor.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for grazing purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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.

Tenth. It is further agreed that the lessee shall erect and maintain fences necessary to keep livestock outside of the Reservoir boundary, and that said fences shall be erected by the lessee at such place as may be designated by the lessor; and it is further agreed that in the event the lessee fails to erect and maintain such fence or fences, the said lessor may, as the agent of the lessee and at the expense of the lessee, supply such material and labor as may be necessary to erect the fences according to the terms 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 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 ALBERT W. BENNETT
- L. C. MAIRE
E. H. DOWELL
IRA S. IREY
(Members of the Common Council)

I hereby approve the draft of the foregoing lease day of 19
G. R. DALEY, Lessee
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 G. R. DALEY, being Document No. 266255

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

AGREEMENT

THIS AGREEMENT entered into this 16th day of March, 1931, by and between 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, Party of the First Part, and THE CITY OF SAN DIEGO, a Municipal Corporation, in the County of San Diego, State of California, Party of the Second Part,

WITNESSETH:

WHEREAS, the party of the first part did on the 13th day of December, 1926, execute and deliver to the City of San Diego, an improvement bond guaranteeing upon certain conditions to grade the streets and install the necessary water mains, fire hydrants and sewer system in a subdivision to be known as "RAVENNA PARK, UNIT NO. 1"; a copy of which said bond is attached hereto, marked Exhibit "A", and by this reference thereto, incorporated herein, and made a part of this agreement; and,

WHEREAS, the party of the second part brought an action in the Superior Court of the State of California, in and for the County of San Diego, numbered 65129 against the party of the first part seeking to obtain judgment against said party of the first part by reason of a default under the terms of said bond hereinabove referred to; and,

WHEREAS, the party of the first part did on the 30th day of January, 1931, bring an action in the Superior Court of the State of California, in and for the County of San Diego, numbered 66481 against the party of the second part to enforce the approval of a policy of insurance issued by the party of the first part in favor of the New California Cab Company; and,

WHEREAS, it is the desire of the parties to this agreement that all of the matters in litigation between them, be settled amicably, and to that end, and for that purpose,

IT IS HEREBY AGREED, by and between the parties hereto, that in consideration of the performance of the mutual obligations on the part of each other, each of the parties hereto agree:

(1) The party of the first part hereby agrees to pay to The City of San Diego the sum of Two Thousand Dollars (\$2000.00), receipt whereof is hereby acknowledged, said money to be placed in escrow in trust with the City Treasurer of said City of San Diego to pay out as directed by the City Council of The City of San Diego for or on account of any assessment or charge made against Lots 3, 4, 9, 10, 15, 16, and 17, in Block 2, and Lot 9, in Block 6, of the Ravenna Park Tract Unit No. 1, as per map of said tract No. 1986, filed in the office of the County Recorder of San Diego County for grading streets, construction of sewer or for construction of water pipeline, for the benefit of any of such lots or the doing or construction of any such work where done by the City Manager of said City for the benefit of such lots.

(2) The party of the first part agrees to dismiss with prejudice that certain action hereinbefore referred to as number 66481.

(3) The party of the second part hereby agrees to dismiss that certain action hereinbefore referred to as number 65129 with prejudice and to release the party of the first part from each, every, all and/or any obligation which it may have by reason of the said bond hereinbefore referred to as Exhibit "A".

IN WITNESS WHEREOF the parties hereto have caused their officers and agents to execute this Agreement, this 16th day of March, A.D. 1931.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation

By DONALD B. GOLDSMITH,
Its Attorney-in-Fact.

THE CITY OF SAN DIEGO
By ALBERT W. BENNETT

L. C. MAIRE
E. H. DOWELL
IRA S. IREY

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

Approved as to form:
M. W. CONKLING, City Attorney
By H. C. HOPKINS, Deputy

"EXHIBIT "A"
IMPROVEMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we MARIE HEALY, HENRY G. DeROOS and PETRA DeROOS, Beneficial Owners, as principals, 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, and duly licensed to transact a general surety business in the State of California, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO in the full and just sum of TWENTY THREE THOUSAND & NO/100 (\$23,000.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the said principals and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT WHEREAS, the above bounden MARIE HEALY, HENRY G. DeROOS and PETRA DeROOS have submitted to the City of San Diego, California, a proposed subdivision map of land in the City of San Diego, County of San Diego, State of California, such proposed subdivision to be known as RAVENNA PARK, UNIT NO. 1, and

WHEREAS, the above bounden MARIE HEALY, HENRY G. DeROOS and PETRA DeROOS are desirous of having said map approved and accepted by the said City of San Diego, California, prior to the grading of the streets, installation of the necessary water mains and fire hydrants and sewer system required by said City, NOW, THEREFORE, if the above bounden Principals MARIE HEALY, HENRY G. DeROOS AND PETRA DeROOS shall well and truly grade such streets, install such water mains and fire hydrants and sewer system when required to do so by the said City of San Diego, California, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principals have hereto signed their names and the said Surety has hereto caused its name and corporate seal to be affixed by its duly authorized officers this 13th day of December, 1926.

MARIE HEALY
HENRY G. DeROOS
PETRA DeROOS

The FIDELITY AND CASUALTY COMPANY OF NEW YORK

By DONALD B. GOLDSMITH, Attorney.
S. J. HIGGINS, City Attorney
By M. R. THORP, Deputy City Attorney
Common Council of the City of San

(SEAL)

I HEREBY APPROVE the form of the within bond, this 12th day of January, 1927.

Approved by a majority of the members of the
Diego, California, this 17th day of January, 1927.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with The Fidelity & Casualty Co. of New York, re Improvements for Ravenna Park, being Document No. 266315.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Headstrom Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 23rd day of March, 1931, 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 Crown Fence and Supply Co., Ltd. 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, said bids were opened by the Purchasing Department of the City of San Diego, on March 10th, 1931, at the hour of eleven o'clock A.M., all bids received pursuant to such notice, including the bid of said Crown Fence and Supply Co. Ltd., 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 March 16th, at the hour of 10 A.M., a contract was awarded to said Contractor for the construction of a 42" chain link wire fabric fence on the Municipal Airport 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:

C O N T R A C T

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 2500 lineal feet of 42" chain link wire fabric fence, gates, concrete footings, fitting and all appurtenances complete as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of Sixteen Hundred Dollars (\$1600.00).

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 shall commence work within 15 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) 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-five (\$25.00) 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 Twenty-five (\$25.00) 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 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 5:00 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 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.

18. The Contractor shall observe all the ordinances of the City of San Diego in relation to the obstruction of streets, keeping open passageways and protecting the same when they are exposed and would be dangerous to travel.

19. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

20. The Contractor will be required to take the usual precautions to safeguard traffic and must at all times keep the street open to the field.

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, 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.

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

By THE CITY OF SAN DIEGO
J. V. ALEXANDER
ALBERT WILLIAM BENNETT
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Party of the First Part

ATTEST:
GEORGE A. MOSS
Secy. & Treas.

By CROWN FENCE & SUPPLY CO. LTD.
F. A. FIEDLER, Pres.
Contractor, Party of the Second Part.

I Hereby Approve the form of the foregoing Contract this 20th day of March, 1931.
M. W. CONKLING, City Attorney.
By HARRY S. CLARK, Deputy City Attorney.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that CROWN FENCE and SUPPLY CO. LTD. 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, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the Contract hereinafter mentioned, in the sum of Eight Hundred & no/100 Dollars (\$800.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal here-

by 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 23rd day of March, 1931.

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 CROWN FENCE and SUPPLY CO. LTD. 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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 2500 lineal feet of 42" chain link wire fabric fence, gates, concrete footings, fittings and appurtenances in accordance with the plans and specifications referred to in said Contract, and for the contract price therein set forth.

NOW, THEREFORE, should said Contractor well and truly pay or cause to be paid all claims against it, for such labor or materials, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

ATTEST:
GEORGE A. MOSS
Secy. & Treas.

CROWN FENCE & SUPPLY CO. LTD.,
By F. A. FIEDLER, PRES
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.

by D. M. LADD
Attorney-in-Fact
S. M. SMITH
Agent

(SEAL)

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

On this 23rd day of March, 1931, before me Theresa Fitzgibbons, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared D. M. Ladd and S. M. Smith 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.

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

(SEAL)

I hereby approve the form of the within Bond, this 20th day of March, 1931.

M. W. CONKLING, 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 23d day of March, 1931.

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

J. V. ALEXANDER
ALBERT WILLIAM BENNETT
L. C. MAIRE
E. H. DOWELL
IRA S. IREY
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, that CROWN FENCE and SUPPLY CO. LTD. 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 Four Hundred and no/100 (\$400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 23rd day of March, 1931.

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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 2500 lineal feet of 42" chain link wire fabric fence, gates, concrete footings, fittings and appurtenances complete 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.

CROWN FENCE & SUPPLY CO. LTD.
By F. A. FIEDLER, Pres.
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.

(SEAL) Attest:
GEORGE A. MOSS, Secy. & Treas.

By D. M. LADD,
Attorney-in-Fact
S. M. SMITH, Agent

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

On this 23rd day of March, 1931, before me Theresa Fitzgibbons, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared D. M. Ladd and S. M. Smith 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)

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

I hereby approve the form of the within Bond, this 20th day of March, 1931.

M. W. CONKLING, 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 ____ day of ____, 1931.

(SEAL) Attest:
by ALLEN H. WRIGHT, City Clerk
by FRED W. SICK, Deputy.

J. V. ALEXANDER
ALBERT WILLIAM BENNETT
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 between Crown Fence & Supply Co. Ltd. and the City of San Diego. Being Document No. 266465.

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

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF LEASE.

WHEREAS, on the 25th day of August, 1930, The City of San Diego, as Lessor, entered into a lease with G. H. Lewis, as Lessee, said lease being contained in Document No. 260072, on file in the office of the City Clerk of said City, for Pueblo Lot 1240 of the Pueblo Lands of said City; and

WHEREAS, the Common Council of The City of San Diego, by Ordinance No. 13145, entitled, "An Ordinance authorizing G. H. Lewis to transfer that certain lease owned by said G. H. Lewis, of Pueblo Lot 1240 of the Pueblo Lands of The City of San Diego, to N. J. Peavey," approved on the 9th day of March, 1931, authorized said G. H. Lewis to transfer and assign said lease and his rights thereunder to N. J. Peavey;

NOW, THEREFORE, G. H. Lewis does hereby sell, assign and transfer to N. J. Peavey all of his right, title and interest in and to said lease, and any rights which he may have acquired thereunder.

Said N. J. Peavey hereby accepts said assignment of lease, and hereby undertakes and agrees to assume all of the obligations heretofore assumed by said G. H. Lewis, 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. 13145.

G. H. LEWIS
N. J. PEAVEY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment and Acceptance of Lease, between G. H. Lewis and N. J. Peavey, being Document No. 266512.

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

A G R E E M E N T

WHEREAS, Foster & Kleiser Co. is the owner of sign board on Lots 24 - 25 Block 2, Nutts Add. Subdivision; and,

WHEREAS, the provisions of Ordinance No. 13094 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above described property to the front property line; and

WHEREAS, the Common Council of said City has by Resolution No. ____ suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. Now Therefore,

WITNESS THIS AGREEMENT, signed and executed this 13th day of Feb., 1931, by Foster & Kleiser Co., that he will, for and in consideration of the permission granted him to erect a building on the described property to the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

FOSTER AND KLEISER CO.
By C. E. CORCORAN

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

B L A N K

B L A N K

On this 13th day of Feb., A.D. Nineteen Hundred and thirty-one, before me, Glenn A. Rick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. E. Corcoran, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

RECORDED AT REQUEST OF City Clerk Feb. 19, 1931, at 40 Min. past 2 o'clock P.M., In Book No. 99 Page 445 of Miscell. Records of San Diego County, Calif.

O. M. SWOPE, County Recorder
By D. COLE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, from Foster and Kleiser Co., being Document No. 265653.

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

WHEREAS, Raymond Camacho is the owner of Lots 15 & 16 Block 252, West Arlington Subdivision; and,

WHEREAS, the provisions of Ordinance No. ___ of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to within 3 ft. of the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. ___ suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to within 3 ft. of the front property line on the condition and for and in consideration that the undersigned will at any later date, when required by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. NOW THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this ___ day of February, 1931, by Raymond Camacho, that he will, for and in consideration of the permission granted him to erect a building on the above described property to within 3 ft. of the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

RAYMOND CAMACHO
3460 Main Street, San Diego, California.

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

On this 3rd day of February, A.D. Nineteen Hundred and Thirty-One, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared Raymond Camacho, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

RECORDED AT REQUEST OF City Clerk FEB. 13, 1931, at 12 Min. past 2 o'clock P.M., In Book No. 99 Page 409 of Miscell. Records of San Diego County, Calif.

O. M. SWOPE, County Recorder
By D. COLE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, from Raymond Camacho, being Document No. 265565.

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

WHEREAS, Reg. Stalmer, is the owner of Lots 10 & 11 Block -- G. A. Bush Addition Subdivision; and,

WHEREAS, the provisions of Ordinance No. 12073 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. 55881 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line ^{back} to any line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 11th day of February, 1931, by Reg Stalmer, that he will, for and in consideration of the permission granted him to erect a building on the above described property to the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

REG STALMER

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

On this 11th day of February, A.D. Nineteen Hundred and Thirty One, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Reg Stalmer, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED AT REQUEST OF City Clerk FEB. 13, 1931, at 13 Min. past 2 o'clock P.M., In Book No. 99 Page 410 of Miscell. Records of San Diego County, Calif.

O. M. SWOPE, County Recorder
By D. COLE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, from Reg Stalmer, being Document No. 265580.

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

By August M. Hadstrom Deputy.

D E A S E

THIS INDENTURE OF LEASE, made and entered into this 15 day of January, 1931, 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. 13051 of the ordinances of said City, approved December 15th, 1930, as Lessor, and H. M. GOLDMAN, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the point of intersection of the southwesterly line of Atlantic Street with the southeasterly line of Juniper Street, said point being the most northerly corner of Block 4, Municipal Tideland Subdivision Tract No. 1, according to the map thereof filed in the office of the City Clerk of The City of San Diego and numbered Document No. 93116; thence southwesterly along the southeasterly line of Juniper Street a distance of 8 feet to the true point of beginning; thence southeasterly on a line parallel to and distant 8 feet southwesterly from the southwesterly line of Atlantic Street a distance of 100 feet to a point; thence southwesterly on a line parallel to and distant 100 feet southeasterly from the southeasterly line of Juniper Street a distance of 45 feet to a point; thence northwesterly on a line parallel to and distant 53 feet southwesterly from the southwesterly line of Atlantic Street a distance of 100 feet to a point on the southeasterly line of Juniper Street; thence northeasterly along the southeasterly line of Juniper Street a distance of 45 feet to the true point or place of beginning, containing 4500 square feet, or 0.1033 acres of land.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 15 day of January, 1941, unless sooner terminated as herein provided, 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 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 the rental above provided 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; provided, however, that the rental for the second five-year period of said term shall not exceed the sum of one hundred dollars (\$100.00) per month. 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.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent to the Lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessor herein mentioned, without the consent of the Common Council, evidenced by ordinance duly adopted and approved; provided, further, that said Lessee will remain as fully obligated to the Lessor as if this consent to sub-lease did not exist.

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 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, constructing, conducting and maintaining thereon a gasoline and oil service station, with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such business, and/or any other commercial use not inconsistent with the use of said tidelands for commerce, navigation and the fisheries, or in any manner inconsistent with the trust under which said leased land is held by the City, and which may meet with the approval of the Harbor Commission of said City.

(2) That all plans for buildings, structures, and other improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission. That at no time during the life of this lease shall billboards be erected or maintained on said leased property.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee may remove promptly any and all structures erected on said premises, at his own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) 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.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by 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 premises and shall have no further right or claim thereto, and that 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 premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(6) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereto, 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.

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

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.

H. M. GOLDMAN, Lessee
I HEREBY APPROVE the draft of the foregoing Lease, this 14 day of January, 1931.
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. M. Goldman, being Document No. 267089.

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

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF LEASE

WHEREAS, on the 30th day of September, 1929, The City of San Diego, as Lessor, entered into a lease being contained in Document No. 249077, on file in the office of the City Clerk of said City, for certain portions of Sections 26, 27, 28, 32, 33 and 34, in Township 18 South, Range 2 East, S.B.M.; and

WHEREAS, the Common Council of The City of San Diego, by Ordinance No. 13154, entitled, "An Ordinance authorizing C. F. Kelly to transfer that certain lease owned by said C. F. Kelly to F. A. Benton," approved on the 23rd day of March, 1931, authorized said C. F. Kelly to transfer and assign said lease and his rights thereunder to F. A. Benton;

NOW, THEREFORE, C. F. Kelly does hereby sell, assign and transfer to F. A. BENTON all his right, title and interest in and to said lease, and any rights which he may have acquired thereunder.

Said F. A. Benton hereby accepts said assignment of lease, and hereby undertakes and agrees to assume all of the obligations heretofore assumed by said C. F. Kelly, as Lessee of said lease, and further agrees that this acceptance shall operate as an acceptance of the terms and conditions of said Lease No. 249077.

CHAS. F. Kelly
FRANK A. BENTON

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment and Acceptance of assignment of lease, bet. Charles F. Kelly and Frank A. Benton, being Document No. 267133.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 26th day of February, 1931, 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. 13117 of the ordinances of said City, approved January 26th, 1931, as Lessor, and HERCULES GASOLINE COMPANY, Ltd. hereinafter designated as the Lessee, WITNESSETH:

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

amended, more particularly described as follows, to-wit:

Beginning at the intersection of the northwesterly line of Sassafras Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that Superior Court Action numbered 35473; thence south 53° 30' 20" west along the southwesterly prolongation of the northwesterly line of Sassafras Street a distance of 102.21 feet to a point; thence north 36° 30' 50" west on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 100 feet to a point; thence north 53° 30' 20" east on a line parallel to and distant 100 feet northwesterly from the southwesterly prolongation of the northwesterly line of Sassafras Street a distance of 104.03 feet to a point on the said mean high tide line of the Bay of San Diego; thence southeasterly along the said mean high tide line the following courses and distances south 32° 45' 40" east, 22.43 feet; thence south 36° 15' 10" east 77.62 feet to the point or place of beginning, containing 10,273 square feet, or 0.2358 acres, of land.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 25 day of February, 1951, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of the term of this lease, at the rate of three (3) cents per square foot per year;

For the second five (5) year period of said term, at a rate to be fixed by the Harbor Commission not to exceed four (4) cents per square foot per year;

For the third five (5) year period of said term, at a rate to be fixed by the Harbor Commission not to exceed five (5) cents per square foot per year; and

For the last five (5) year period of said term, at a rate to be fixed by the Harbor Commission not to exceed six (6) cents per square foot per year.

All rentals to be paid in equal monthly installments in advance on the first day of each and every month during the term of said lease.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the Lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Common Council, evidenced by ordinance duly adopted and approved; provided, further, that said Lessee will remain as fully obligated to the Lessor as if this consent to sub-lease did not exist.

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 if and when the leased property shall become needed for public use, 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 erecting, constructing, conducting and maintaining thereon a gasoline and oil service station and/or general market, with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such businesses, and/or any other commercial usefulness not inconsistent with the laws under which the leased land is held by the City.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission. That at no time during the life of this lease shall billboards be erected or maintained on said leased property.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee may remove promptly any and all structures erected on said premises, at its own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) 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.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by 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 premises and shall have no further right or claim thereto, and that the said City shall immediately thereupon, without recourse, 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.

(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.

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.

HERCULES GASOLINE CO., LTD.

A. MABBES, PRES.

S. W. HARKLEROD, Secy.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I HEREBY APPROVE the draft of the foregoing Lease, this 27th day of February, 1931
 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 Hercules Gasoline Company, Ltd., being Document No. 267187.

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 15 day of January, 1931, 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. 13049 of the ordinances of said City, approved December 15th, 1930, as Lessor, and E. J. LOUIS, hereinafter designated as the Lessee, WITNESSETH:

lands That the City does by these presents demise and lease unto the said Lessee all those 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 intersection of the northwesterly line of Vine Street with the mean high tide line of the Bay of San Diego as said mean high tide line was established by that Superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Vine Street a distance of 54.48 feet to a point on a curve concave to the southwest having a radius of 3650 feet, the center of which bears south 43° 24' 07" west; thence northwesterly along the arc of said curve an arc distance of 50.01 feet to a point; thence north 43° 43' 30" east a distance of 47.20 feet to an intersection with the said mean high tide line of the Bay of San Diego; thence southeasterly along the said mean high tide line the following courses and distances: south 58° 07' 10" east, 21.78 feet, south 53° 05' 40" east, 28.89 feet to the point or place of beginning, containing 2,646 square feet, or .0607 acres, of land; as per map attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 15 day of January, 1981, unless sooner terminated as herein provided, at the following rentals:

For the first three (3) years of the term of said lease, at the rate of one (1) cent per square foot per year;

For the next two (2) years of the term of said lease, at the rate of three (3) cents per square foot per year;

For the second five (5) year period, at the rate of four (4) cents per square foot per year;

For the third five (5) year period, at the rate of five (5) cents per square foot per year;

For the fourth five (5) year period, at the rate of six (6) cents per square foot per year;

For the fifth five (5) year period, at the rate of seven (7) cents per square foot per year;

The right of the Common Council of The City of San Diego and of the Harbor Commission of said City to adjust the rental above provided, at the end of said twenty-five (25) year period, and/or at any time thereafter during the remainder of the term of said lease, 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, 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; provided, further, however, that in no case shall the rental for the last twenty-five (25) years of said term exceed the sum of fifteen (15) cents per square foot per year.

All rentals to be paid in equal monthly installments in advance on the first day of each and every month during the term of this lease.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the Lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Common Council, evidenced by ordinance duly adopted and approved; provided, further, that said Lessee will remain as fully obligated to the Lessor as if this consent to sub-lease did not exist.

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 if and when the leased property shall become needed for public use, 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 any commercial business not inconsistent with the use of said tide lands for commerce, navigation and the fisheries, or in any manner inconsistent with the trust under which said tidelands are held in the State of California, and which may meet with the approval of the Harbor Commission of said City.

(2) That said lessee shall have the right to erect and maintain such buildings and structures as may be necessary or convenient for the conduct of business on said premises. That all buildings, structures and improvements to be erected or placed upon said demised premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission. That at no time during the life of this lease shall billboards be erected or maintained on said leased property.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee may remove promptly any and all structures erected on said premises, at his own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) 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.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by 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 have no further right or claim thereto, and that 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.

(6) That the Lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the Lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the Lessor, subject to the terms of this lease.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereto, 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, Lessor

By M. A. GRAHAM

J. C. McCLURE

RUFUS CHOATE

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

E. J. LOUIS, Lessee.

I HEREBY APPROVE the draft of the foregoing Lease, this 14 day of January, 1931.

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 E. J. Louis, being Document No. 267259.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15 day of January, 1931, 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. 13048 of the ordinances of said City, approved December 15th, 1930, as Lessor, and E. J. LOUIS, 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 intersection of the northwesterly line of Vine Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that Superior Court Action numbered 35473; thence northwesterly along the said mean high tide line the following courses and distances: north 53° 05' 40" west 28.89 feet; north 58° 07' 10" west 21.78 feet to a point, which is the true point of beginning; thence south 43° 43' 30" west a distance of 47.20 feet to a point on a curve, concave to the southwest, having a radius of 3650 feet, the center of which bears south 42° 37' 10" west; thence northwesterly along the arc of said curve an arc distance of 253.13 feet to an intersection with the said mean high tide line of the Bay of San Diego; thence southeasterly along the said mean high tide line the following courses and distances: south 61° 48' 40" east 63.06 feet, south 60° 11' 10" east 101.39 feet, south 58° 07' 10" east 95.60 feet to the place or true point of beginning, containing 6,004 square feet, or 0.138 acres, of land; as per map attached hereto, and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 15 day of January, 1981, unless sooner terminated as herein provided, at a yearly rental of one dollar (\$1.00), and other valuable considerations said sum of one dollar (\$1.00) to be paid in advance on the first day of each and every year during said term.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the Lessor; but is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Common Council, evidenced by ordinance duly adopted and approved; provided, further, that said Lessee will remain as fully obligated to the Lessor as if this consent to sub-lease did not exist.

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 if and when the leased property shall become needed for public use, 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 maintain thereon any commercial business not inconsistent with the use of said tide lands for commerce, navigation and the fisheries, or in any manner inconsistent with the trust under which said tidelands are held in the State of California, and which may meet with the approval of the Harbor Commission of said City.

(2) That said lessee shall have the right to erect and maintain such buildings and structures as may be necessary or convenient for the conduct of business on said premises. That all buildings, structures and improvements to be erected or placed upon said demised premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission. That at no time during the life of this lease shall billboards be erected or maintained on said leased property.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee may remove promptly any and all structures erected on said premises, at his own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) 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.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by 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 premises and shall have no further right or claim thereto, and that 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.

(6) That the Lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the Lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the Lessor, subject to the terms of this lease.

(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 thereto, 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, Lessor

By M. A. GRAHAM

J. C. McCLURE

RUFUS CHOATE

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

(SEAL) ATTEST:

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

E. J. LOUIS, Lessee

I HEREBY APPROVE the draft of the foregoing Lease, this 14 day of January, 1931.

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 E. J. Louis, being Document No. 267260.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

AMENDED CONTRACT

WHEREAS, on the 2d day of January, 1931, a contract for the furnishing of certain tools, labor, transportation, material, equipment, plans and specifications, incidental and necessary to the furnishing of a complete sewerage collection system to serve the entire City of San Diego, was entered into between The City of San Diego and Frank W. Seifert; and

WHEREAS, the terms of said agreement executed on said date do not properly express the true intention of the parties thereto; NOW, THEREFORE,

THIS AMENDED CONTRACT AGREEMENT, 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 herein sometimes designated as the City, and FRANK W. SEIFERT, 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 carrying out of the terms of this contract.

The party of the second part agrees that he will furnish the party of the first part complete plans and specifications, with a detailed estimate of costs, of an approved sewerage collection system to serve all the City of San Diego, showing thereon the location of sites to which said sewage shall be delivered.

Second party agrees to have made a thorough study of all conditions concerning the collection of sewage for the entire City of San Diego, and furnish the necessary field surveys and furnish profiles, maps and working drawings on standard size sheets, such as are used by the City Engineer of The City of San Diego, for the most practical, efficient and economical sewage collection system and for the location of all pipes, connections, rights of way and treatment plant sites; and to furnish detailed estimates of costs of the entire proposed project.

It is agreed by the second party hereto that the plans and specifications and work to be done under the provisions of this contract shall be complete in every respect and shall be such as to be adequate to furnish a complete sewerage collection system to serve the entire City of San Diego, and shall be made and signed by a Registered Civil Engineer.

Second party further agrees that he will employ R. F. Goudy of Los Angeles, a Sanitary engineer, to be the sanitary engineer in charge of the work herein this contract agreed to be done; and it is agreed that said R. F. Goudy shall be the consulting engineer for the work proposed to be done under the provisions of this contract, having supervision over the preparation of the said plans for the said complete, adequate sewerage collection system for the City of San Diego.

It is further agreed that in the event said R. F. Goudy is unable to act as a sanitary engineer under the terms of this contract, that then and in that event second party agrees to obtain the services of a sanitary engineer of equal prominence and standing, the selection of said engineer to be submitted to the Common Council of The City of San Diego, who shall approve, in writing, said engineer selected; and second party agrees that no sanitary engineer will be employed who is not so approved by the Common Council of The City of San Diego.

Said second party hereby agrees to have done and performed all of said work and to carry out all the provisions of this contract for the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00); and further agrees to commence said work within thirty (30) days from and after the date of the execution of this contract, and to prosecute the same diligently so that said work shall be completed within one year from and after the date of the execution of this contract.

Said party of the first part, in consideration of the faithful performance by said contractor of each, every and all 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 sum, to-wit: Eighteen Thousand Dollars (\$18,000.00), said payment to be made within thirty-one days after the said contract has been completed and the work approved and accepted by the party of the first part.

It is hereby agreed that upon the completion of the work herein this contract provided for, that the same shall be submitted to the Manager of Operation of The City of San Diego for his approval; and that the said work shall not be accepted by the party of the first part until the said work has been so approved.

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.

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 Safety Act of 1917.

Said contractor further agrees and covenants that all labor employed under this contract shall be citizens of the City of San Diego, with the exception of the sanitary engineer.

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.

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, this 6th day of April, 1931.

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

THE CITY OF SAN DIEGO

By J. V. ALEXANDER
ALBERT W. BENNETT
E. H. DOWELL
IRA S. IREY

Members of the Common Council.

I HEREBY APPROVE the draft of the foregoing Contract this 6th day of April, 1931

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant City Attorney

The above amended contract and changes made are hereby approved and consent to by the SOUTHERN SURETY COMPANY OF NEW YORK and the bond hereinbefore executed and delivered shall be deemed to cover the provisions of the above amended contract.

SOUTHERN SURETY COMPANY OF NEW YORK
By MAE WILLIAMS,
Its Attorney-In-Fact.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amended Contract, with Frank W. Seifert, being Document No. 267374.

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 27th day of April, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and HARRY MILENDER, hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13146, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City, on the 9th day of March, 1931, and approved by the Mayor of said City on the 9th day of March, 1931, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate 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 (1) year, beginning on the 1st day of March, 1931, and ending on the 29th day of February, 1932, at the following rentals: For the sum of fifteen dollars (\$15.00) per month, payable in advance at the office of the lessor on the 1st of each month during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for residential purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 12418.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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, 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.

CITY OF SAN DIEGO.

By ALBERT W. BENNETT

E. H. DOWELL

IRA S. IREY

(Members of the Common Council)

HARRY A. MILENDER, Lessee

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

I HEREBY APPROVE the draft of the foregoing lease this day of 19

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 Harry Milender, being Document No. 268259

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Headstrom Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 27th day of April, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, designated as the City, and GOLDEN STATE LIVE STOCK CORPORATION hereinafter designated as the lessee.

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13148, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 9th day of March, 1931, and approved by the Mayor of said City on the 9th day of March, 1931, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All that portion of the Rancho San Bernardo, as set forth in Sub-division "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 the 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; EXCEPT that portion lying above the 395 foot contour, W.S.G.S.;

EXCEPTING therefrom all that portion thereof conveyed by Fred H. Roberts, his wife, to Elbert Ward, by deed dated February, 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).

For a term of five (5) years, beginning on the 1st day of July, 1931, and ending on the 30th day of June, 1936, at the following rentals: \$300.00 per year for the first and second years; \$400 per year for the third year, and \$500.00 per year for the fourth and fifth years of the term of said lease, payable semi-annually in advance at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural and livestock raising purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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 are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) days' notice of such termination to the lessee, and by payment to said lessee of any damages which may result from such termination.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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.

Tenth. It is further agreed that any additions or alterations made by the lessee to the present structures and buildings, and any permanent improvements attached to said real estate, shall revert and belong to the lessor upon the termination of this lease.

It is further agreed that upon the termination of this lease Lessor shall have first option to purchase from the Lessee any other improvements not attached to the real estate and which have been constructed by the Lessee.

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 L. C. MAIRE

E. H. DOWELL

IRA S. IREY

(Members of the Common Council)

GOLDEN STATE LIVE STOCK CORPORATION, Lessee

By REGINALD H. MCGINNES, Manager

M. W. CONKLING, City Attorney

By C. L. BYERS, Assistant.

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

I HEREBY APPROVE the draft of the foregoing least this 18 day of April, 1931.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Golden State Live Stock Corp., being Document No. 268262.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 7 day of May, 1931, 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. 13172 of the ordinances of said City, approved April 6, 1931, as Lessor, and THE HANCOCK OIL COMPANY OF CALIFORNIA, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California 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 intersection of the southeasterly line of Thorn Street with the Mean High Tide Line of the Bay of San Diego as said Mean High Tide Line was established by that Superior Court Action numbered 35473; thence southeasterly along the said Mean High Tide Line the following courses and distances: south 37° 24' 10" east, 22.98 feet; south 38° 39' 10" east 100.17 feet and south 32° 45' 40" east, 77.72 feet to a point; thence south 53° 30' 20" west on a line parallel to the southwesterly prolongation of the northwesterly line of Sassafras Street a distance of 104.03 feet; thence north 36° 30' 50" west on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 200.52 feet to a point on the southwesterly prolongation of the southeasterly line of Thorn Street; thence north 53° 29' 20" east along the southwesterly prolongation of the southeasterly line of Thorn Street a distance of 104.95 feet to the point or place of beginning, containing 21,408 square feet, or 0.4914 acres, of land; all as shown upon the plat attached

hereto and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee, for a period of years ending on the 7 day of May, 1951, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of the term of this lease, at the rate of three (3) cents per square foot per year;

For the second five (5) year period of said term, at a rate to be fixed by the Harbor Commission not to exceed four (4) cents per square foot per year;

For the third five (5) year period of said term, at a rate to be fixed by the Harbor Commission not to exceed five (5) cents per square foot per year; and

For the last five (5) year period of said term, at a rate to be fixed by the Harbor Commission not to exceed six (6) cents per square foot per year.

All rentals to be paid in equal monthly installments in advance on the first day of each and every month during the term of this lease.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the Lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Common Council evidenced by ordinance duly adopted and approved; provided, further, that said Lessee will remain as fully obligated to the Lessor as if this consent to sublease did not exist.

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 if and when the leased property shall become needed for public use, 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 erecting, constructing, conducting and maintaining thereon a gasoline and oil service station, offices and warehouse, with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such businesses, and/or any other commercial usefulness not inconsistent with the laws under which the leased land is held by the City.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission. That at no time during the life of this lease shall billboards be erected or maintained on said leased property.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee may remove promptly any and all structures erected on said premises, at its own cost and expense, but if the same are not so removed they shall become the property of the Lessor without cost.

(4) 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.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it 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 premises and shall have no further right or claim thereto, and that 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.

(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.

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.

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.

(SEAL) ATTEST:
G. P. DEANE, A. Secy.

HANCOCK OIL CO. OF CALIF., Lessee
By GEO. D. WILLIAMS

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

On this 22nd day of April, in the year nineteen hundred and 31, A.D., before me, E. E. Pyles, a Notary Public in and for said County, personally appeared Geo. D. Williams, known to me to be the Vice President, and G. P. Deane, known to me to be the Assistant 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 within 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 said County the day and year in this certificate first above written.

(SEAL)
My Commission Expires
June 12, 1933

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

I HEREBY APPROVE the draft of the foregoing Lease, this 14 day of April, 1931.

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 Hancock Oil Company of California, being Document No. 268525.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That W. F. WAHRENBERGER, as Principal and New Amsterdam Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED SIXTY Dollars (\$760.00), 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 30th day of April, 1931.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Erect, construct and complete a comfort station on Lot 20, in Block 227, at Pacific Beach, in the City of San Diego, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

W. F. WAHRENBERGER, Principal
3904 Henry St.,

ATTEST:

V. M. CORDREY, W. F. WAHRENBERGER
General Contractor,
3924 Henry St., San Diego, Calif.

(SEAL) ATTEST:

V. M. CORDREY

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

NEW AMSTERDAM CASUALTY COMPANY, Surety
By GORDON L. EBY, Attorney-in-fact.

On this 30th day of April, 1931, before me, C. A. Van Dusen a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, 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 NEW AMSTERDAM CASUALTY COMPANY and acknowledged to me that he subscribed the name of NEW AMSTERDAM CASUALTY COMPANY thereto as principal and his own name as Attorney-in-Fact.

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

(SEAL)

MY COMMISSION EXPIRES
March 5, 1935.

C. A. VAN DUSEN
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 2nd day of May, 1931.

M. W. CONKLING, 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 11th day of May, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

JOSEPH J. RUSSO

IRA S. IREY

Members of the Common Council

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That W. F. WAHRENBERGER, as Principal, and New Amsterdam Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of FIFTEEN HUNDRED TWENTY Dollars (\$1520.00), 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 30th day of April, 1931.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part therein, and the above named W. F. WAHRENBERGER 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 a Comfort Station on Lot 20, in Block 227, at Pacific Beach, in the City of San Diego, in accordance with the plans and specifications referred to in said contract; and for the contract price therein set forth;

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against 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:

W. F. WAHRENBERGER
General Contractor
3924 Henry St., San Diego, Calif
V. M. CORDREY
ATTEST: (SEAL)
V. M. CORDREY

W. F. WAHRENBERGER, Principal
3924 Henry Street,

NEW AMSTERDAM CASUALTY COMPANY, Surety
By GORDON L. EBY, Attorney-in-fact.

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

On this 30th day of April, 1931, before me, C. A. Van Dusen, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, 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 NEW AMSTERDAM CASUALTY COMPANY and acknowledged to me that he subscribed the name of NEW AMSTERDAM CASUALTY COMPANY thereto as principal and his own name as Attorney-in-fact.

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

(SEAL)
My Commission Expires
March 5, 1935.

C. A. VAN DUSEN
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 2nd day of May, 1931.

M. W. CONKLING, 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 11th day of May, 1931

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

J. V. ALEXANDER
A. STAMER, JR.
L. C. MAIRE
JOSEPH J. RUSSO
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 May, 1931, by and 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. F. WAHRENBERGER 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 a Comfort Station on Lot 20, in Block 227, at Pacific Beach, in the City of San Diego, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 266490.

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

The sum of THREE THOUSAND FORTY DOLLARS (\$3040.00).

Said contractor agrees to commence said work within 10 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 60 days from and after the date of the execution of this contract.

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

The sum of Three Thousand Forty Dollars (\$3040.00), said payments to be made as follows:

The Manager of Operation shall, at the end of each fifteen-day period 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 Manager of Operation to be completed shall be paid, and fifteen per cent. (15%) of the whole estimate on all work performed shall remain unpaid until thirty-five (35) days from the time that the Manager of Operation shall notify the Common Council in writing that this agreement that has been fully and acceptably performed, and thereupon, upon proof that all charges for labor and material have been paid, any balance remaining unpaid shall be paid to said contractor.

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

Said contractor further agrees that he will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that he will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Common Council, the said contractor will repair or replace such damage at his own cost and expense.

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

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

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917; said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 653c of the Penal Code of the State of California.

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

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

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

It is further agreed by the party of the second part that in employing labor in the execution of the terms and provisions of this contract that only residents and citizens of the City of San Diego shall be employed.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

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

ATTEST:
GORDON L. EBY

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

JOSEPH J. RUSSO

IRA S. IREY

Members of the Common Council

W. F. WAHRENBERGER, 3924 Henry St.,

Contractor

W. F. WAHRENBERGER, General Contractor

3924 Henry St., San Diego, Calif.

Contract this 2nd day of May, 1931.

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 Contract, with S. F. Wahrenberger, being Document No. 268453.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into in the City of San Diego, State of California, on this 11th day of May, 1931, between the MERCHANTS & MANUFACTURERS TRAFFIC SERVICE, a trade name, known hereafter as party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, WITNESSETH:

(1) That party of the first part will audit, examine and investigate all charges assessed by, or credits due from all transportation and/or transmission public service corporations for the purpose of determining if such charges or credits are in accordance with law.

(2) That the party of the first part will file all claims of any name or nature against public service corporations and prosecute them to a final conclusion, vouchers in payment thereof to be made payable to party of the second part, coming through the hands of the party of the first part for the purpose of completing records.

(3) That party of the second part will, on receipt of vouchers or drafts in settlement of any overcharges or claims that may have been found to exist and recovered by action of the party of the first part, pay to the party of the first part an amount equal to fifty per cent (50%) of the amount or amounts so recovered.

(4) That party of the second part will permit the party of the first part, or one or more of its employees that it may designate, to examine records covering charges aforesaid and for one year from date hereof.

(5) That this transaction involves no expense whatever to the party of the second part, except as hereinbefore described in Section 3.

(6) That the terms of this agreement shall be binding on all parties hereto and shall remain in force for a period ending May 1st, 1932.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed by its proper officers, thereunto duly authorized, and a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of and on behalf of said The City of San Diego, in pursuance of resolution authorizing such execution, the day and year first hereinabove written.

MERCHANTS & MANUFACTURERS TRAFFIC SERVICE,
By CHAS. J. GAMBLE, Party of the First Part

THE CITY OF SAN DIEGO

By J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

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

Members of the Common Council

I hereby approve the draft of the foregoing Agreement this 11 day of May, 1931.

FRANK H. HESKETT, City Attorney,
By C. L. BYERS, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Merchants & Manufacturers Traffic Service, being Document No. 268557.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

Escondido, Calif., March 21st, 1931.

In consideration of the City of San Diego crediting my rent account under leases document numbered 256436 and 250724, in the amount of \$450.00, I hereby sell and convey to the said City all that certain wire fence, erected by myself, and extending along the north-erly shore of Lake Hodges in a westerly direction from the Bernardo Bridge to the camp ground, being between four and five miles of fence.

I also agree to maintain said fence in such a manner during the remaining period of my lease as to prevent cattle from straying into the water.

T. A. EVANS

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with T. A. Evans, being Document No. 268387.

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 CONTRACT, made and entered into this 14 day of May, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the City, and Attorney H. C. HOPKINS, of The City of San Diego, State of California, hereinafter called the Attorney, WITNESSETH:

THAT WHEREAS the Dock and Terminal Engineering Company, a corporation, and others, have filed a suit in the United States District Court against The City of San Diego and certain officials of the Harbor Department of The City of San Diego, alleging the infringement of a patent and asking for a judgment of Six Hundred Thousand Dollars (\$600,000.00); and

WHEREAS the Common Council of The City of San Diego, on the 11th day of May, 1931, adopted its Resolution No. 56409, authorizing the Harbor Department to enter into this contract;

NOW, THEREFORE, IT IS AGREED as follows:

That the City, through its Harbor Department, hereby retains and employs the services of Attorney H. C. Hopkins, to, and in connection with the City Attorney of The City of San Diego, take charge of the defense of said lawsuit, and to search out and prepare the evidence; to study the necessary records, files and documents and compile the necessary data in connection with the defense of said suit; to investigate the law and prepare the necessary briefs for use in said defense; to prepare for and assist in the trial of said case and, further, to do and perform any and all legal services necessary and proper to be done in connection with said defense; and to give particular consideration and defense to the officials of the Harbor Department named as defendants in said action.

The Attorney accepts said employment and agrees to perform same to the best of his ability; said services to begin on the 1st day of June, 1931, and continue for an indefinite period thereafter, as determined by the Harbor Commission.

The City agrees to pay therefor, from the Harbor Fund, as follows:

Five Hundred Dollars (\$500.00) as retaining fee, upon the execution of this contract, on or before June 1, 1931; and the further sum of Two Hundred Fifty Dollars (\$250.00) on the 1st day of Aug., 1931; and the further sum of Two Hundred Fifty Dollars (\$250.00) on the 1st day of each and every month thereafter during the remainder of said employment; and the City further agrees to pay all personal expenses of the Attorney while he is out of The City of San Diego in connection with said litigation.

IN WITNESS WHEREOF The City of San Diego has caused this instrument to be executed by its Harbor Commission, thereunto duly authorized, as of the date and day first above written.

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

THE CITY OF SAN DIEGO

By M. A. GRAHAM
J. C. McClure
Harbor Commission
H. C. HOPKINS

I HEREBY APPROVE the draft of the foregoing Contract this 18 day of May, 1931.

FRANK H. HESKETT, 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 Contract, with H. C. Hopkins, being Document No. 268848.

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 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 (\$1,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said 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 25th day of May, A.D. 1931

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal on the 25th day of May, 1931, 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 1st day of June, 1931, and ending on the 31st day of May, 1933, 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

(SEAL) ATTEST:

By P. C. EDWARDS, President

M. E. HAY
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 25th day of May, 1931, before me, M. E. Hay a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared P. C. Edwards known to me to be the President - 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
Feb. 11, 1932.

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

COMMERCIAL CASUALTY INSURANCE CO.
Surety

(SEAL) ATTEST:
DOROTHY KELLAND

By BYRON GILCHRIST

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

On this 25th day of May, A.D., 1931, before me appeared BYRON GILCHRIST to me personally 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.

DOROTHY J. KELLAND, Notary Public

(SEAL)
My Commission Expires
May 29, 1933.

I hereby approve the form of the within Bond, this 25th day of May, 1931.

FRANK H. HESKETT, 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 25th day of May, 1931.

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

J. V. ALEXANDER
A. STAHEL, JR
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

Members of the Common Council.

THIS AGREEMENT, made and entered into this 25th day of May, A.D. 1931, by and between 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 provisions 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, 1931, and ending with the 31st day of May, 1933, 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 -
sixty cents each insertion.

For each column inch, set solid, at least twelve ems wide, five times -
forty-five cents each insertion.

For each column inch, set solid, at least twelve ems wide, ten times -
forty cents each insertion.

For each column inch, set solid, at least twelve ems wide, eleven times -
or more - thirty-five 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 allowed.

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 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, ^{between} than newspaper, approximately 6 by 9 inches in size.

Said Company shall also furnish to said City affidavits of publication of any official advertisement, said affidavits to be made by the person who, under the law, is authorized 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 shall furnish to the City, through the City Clerk's office, free of charge, on each day of publication, twenty-five (25) 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, 1931, to and including the 31st day of May, 1933.

It is further agreed that should any advertising be unfinished on the 31st day of May, 1933, 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. 56484, this 20th day of May, 1931.

(SEAL) ATTEST:
M. E. HAY

THE SAN DIEGO SUN PUBLISHING COMPANY
By P. C. EDWARDS, President

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

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

Members of the Common Council

I hereby approve the form of the foregoing Contract, this 22 day of May, 1931.

FRANK H. HESKETT, 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 Contract, with San Diego Sun Publishing Company, being Document No. 268990.

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 in duplicate, this 25th day of May, 1931, between G. CHRONES, of the City of San Diego, California, 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 Lessee does hereby rent and take those certain premises known and described as No. 754 Second Street, in The City of San Diego, County of San Diego, State of California, for the term of two (2) years commencing on the 1st day of June, 1931, and ending on the 31st day of May, 1933;

Yielding and paying therefor during the term thereof the sum of six hundred dollars (\$600.00), 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 twenty-five dollars (\$25.00) 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, 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 as an office for the City Prosecutor of The City of San Diego, 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 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 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.

IN WITNESS WHEREOF, the Lessor, has hereunto subscribed his name, and the Lessee has caused this instrument to be executed by a majority of the members of the Common Council of said City, the day and year first hereinabove written.

G. CHRONES, Lessor

THE CITY OF SAN DIEGO, Lessee
By A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO

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

I hereby approve the draft of the foregoing Lease, this 23 day of May, 1931

FRANK H. HESKETT, 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 G. Chrones, being Document No. 268991.

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 BENTON ROOF AND PAINT 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-SEVEN Dollars (\$797.00), 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 eleventh day of June, 1931.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to repair the Dulzura conduit, 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.

BENTON ROOF & PAINT CO., Principal
By CHAS. H. BENTON

ATTEST:
THOS. M. IRVING

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF
NEW YORK, Surety
By ROSCOE S. PORTER, Its Attorney-in-Fact

(SEAL) ATTEST:
C. D. St. MORRIS

On June 11, 1931, the Metropolitan Casualty Company of New York filed with the Office of the City Clerk of the City of San Diego, California, a Power of Attorney granting authority to Roscoe S. Porter as their Attorney-in-Fact to execute surety bonds, which authority attaches to the within bond.

I hereby approve the form of the within Bond, this 12 day of June, 1931.

FRANK H. HESKETT, 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 June, 1931.

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

ALFRED STAHEL, JR.
JOSEPH J. RUSSO
L. C. MAIRE
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 15th day of June, 1931, by and 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 repair of the Dulzura conduit, to include the following work:

Thoroughly clean the bottoms of all wood flumes Numbers 6, 7, 8, 9, 10, 12-1/4, 12-1/2 and 16 - remove the three lower battens and such loose roofing as is necessary - then prime the floor with asphalt primer and flood with hot pitch and imbed heavy roofing. All joints of roofing to be secured with new battens. Surface of roofing to be hot coated with asphalt pitch and carried up on side walls at least one foot. Repairs to be made to all other points on side walls.

Wood flumes Numbers 18, 19, 20, 21 and 22 are to be thoroughly cleaned, repaired, and then primed and hot coated with asphalt pitch, same to extend up side walls one foot.

Metal flumes Numbers 15 and 17 to be thoroughly cleaned and hot coated with asphalt pitch.

Materials used will Weaveroid Super Quality Heavy (three ply) roofing; Wermcote roofing asphalt pitch; galvanized roofing nails; redwood battens; Berco asphalt primer.

All hauling to be done by the contractor.

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

The sum of Three Thousand One Hundred Eighty-seven Dollars (\$3187.00).

Said contractor agrees to commence said work within three (3) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ___ days from and after the date of the execution of this contract.

The sum of Three Thousand One Hundred Eighty-seven Dollars (\$3187.00); said payments to be made as follows: The Engineer in charge of Water Development shall, not oftener than each ten (10) days, during the time said work is being 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, ninety per cent (90%) of the amount so estimated by the Engineer in Charge of Water Development to be completed shall be paid, and ten per cent. (10%) of the whole estimate on all work performed shall remain unpaid until thirty-five (35) days from the time that the Engineer in Charge of Water Development shall notify the Common Council in writing that this agreement has been fully and acceptably performed; and thereupon, upon proof that all charges for labor and material have been paid, any balance remaining unpaid shall be paid to said contractor.

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

Said contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that it will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used 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 of Water Development 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 Engineer in Charge of Water Development, 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.

It is further agreed by the party of the second part that in employing labor in the execution of the terms and provisions of this contract that only residents and citizens of the City of San Diego shall be employed.

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

ATTEST:
THOS. M. IRVING

THE CITY OF SAN DIEGO
By ALFRED STAHEL, JR.
JOSEPH J. RUSSO
L. C. MAIRE
IRA S. IREY
Members of the Common Council

BENTON ROOF AND PAINT COMPANY, Contractor
CHAS. H. BENTON

I hereby approve the form of the foregoing Contract this 12th day of June, 1931.

FRANK H. HESKETT, 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 Benton Roof and Paint Company, being Document No. 269331.

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 EIGHT HUNDRED FORTY-NINE DOLLARS (\$849.00) 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 31st day of March, 1931.

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, 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 westerly line of Park Boulevard, required to be done, and furnished 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, Principal
By W. F. RABER

(SEAL) ATTEST:
P. A. BAILEY

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 31st day of March, in the year nineteen hundred thirty-one, 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.

(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 2 day of April, 1931.

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. 56095 passed and adopted on the 23rd day of March, 1931, require and fix the sum of \$849.00 as the penal sum of 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 22d day of June, 1931, 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 herein-after 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 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 curb lines 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 westerly 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, 1931, to-wit, to and including March 15, 1932.

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 and Assessment for University Avenue Lighting District No. 2" filed December 26, 1930 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 SEVENTY-NINE and 08/100 DOLLARS (\$679.08) in twelve equal monthly installments, drawn upon the Street Light Fund of said City, except as hereinafter provided.

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 SEVEN HUNDRED SIXTEEN and 32/100 DOLLARS (\$2,716.32) in twelve equal monthly installments, except as hereinafter provided, 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract and as designated and permitted by the Railroad Commission of the State of California, for the furnishing of current or maintenance or for the furnishing of any of the work under the terms of this contract shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Seven Hundred Sixteen and 32/100 Dollars (\$2,716.32) 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 Two Thousand Seven Hundred Sixteen and 32/100 Dollars (\$2,716.32).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expense of said work, other than said sum of Six Hundred Seventy-nine and 08/100 Dollars (\$679.08), 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 FRED W. SICK, Deputy

THE CITY OF SAN DIEGO,
By J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

Members of the Common Council

I hereby approve the form of the foregoing Contract, this 13 day of May, 1931.

FRANK H. HESKETT, 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 the San Diego Consolidated Gas & Electric Company, being Document No. 267282.

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 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 31st day of March, 1931.

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, 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, Principal
By W. F. RABER

(SEAL) ATTEST:
M. B. FOWLER

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 31st day of March, in the year nineteen hundred thirty-one, 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.

(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 2 day of April, 1931.

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. 56094 passed and adopted on the 23rd day of March, 1931, require and fix the sum of \$48.00 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
SEVENTH STREET LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 22d day of June, 1931, 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 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, 1931, to-wit, to and including the 31st day of December, 1932.

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 and Assessment for Seventh Street Lighting District No. 1" filed January 2, 1931 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 Thirty-seven and 82/100 Dollars (\$37.82) in twenty-four equal monthly installments, drawn upon the Street Light Fund of said City, except as hereinafter provided.

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 Fifty-one and 30/100 Dollars (\$151.30) in twenty-four equal monthly installments, except as hereinafter provided, 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."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract and as designated and permitted by the Railroad Commission of the State of California, for the furnishing of current or maintenance or for the furnishing of any of the work under the terms of this contract shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Hundred Fifty-one and 30/100 Dollars (\$151.30) shall be paid out of any other fund than said special fund designated as "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 Fifty-one and 30/100 Dollars (\$151.30).

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 Thirty-seven and 82/100 Dollars (\$37.82), 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 FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

Members of the Common Council.
Contract, this 13th day of May, 1931.
FRANK H. HESKETT, 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 Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 267283.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hachstrom Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 15th day of June, 1931, 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. 13173 of the ordinances of said City, authorizing the execution of this lease, and J. E. YOUNG, 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 the following described property, to-wit:

The NE 1/4 of the NE 1/4 of Sec. 5; the NW 1/4 of the NW 1/4, the S 1/2 of the NE 1/4 of the NW 1/4, and the S five acres of the N 1/2 of the NE 1/4 of the NW 1/4 of Sec. 4, Township 19 S., Range 2 West, S.B.M.

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 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 six (6) 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 (4000) 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 after having reached the depth of 4,000 feet, 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 existing, producing wells of the Lessee; and provided, further, that the City when going through the oil sand at the dept 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 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-eighth ($7/8$) 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 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 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 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.

(25) All work done on the land by the Lessee shall be at the Lessee's sole cost and expense, and the Lessee agreed 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.

(26) 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.

(27) 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 complete standard or rotary drilling rig to completion, or to move a complete standard or rotary drilling rig on the property and thereafter prosecute the drilling of a well, with diligence, until completed under the terms of this lease.

(28) 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.

(29) It is mutually agreed between the parties hereto that the Lessee will upon the execution of this lease place in escrow 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 six (6) months after the execution of this lease, as provided in the fifth 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.

(30) It is agreed that the Lessee shall, upon execution of this lease, pay to The City of San Diego the sum of one hundred dollars (\$100.00) in advance as the amount due as rental for the said premises for the first six months of said lease. It is further understood and agreed by the parties hereto that although the term of this lease is for fifteen (15) years, as provided in and subject to the conditions in this lease, that unless the Lessee commences drilling on the premises with a complete standard or rotary rig prior to the expiration of six months that then and in that event six months is the full term of this lease, and that the one hundred dollars (\$100.00) paid in advance is the rental of said property for six months.

(31) It is further understood and agreed between the parties that in the event that the Lessee in good faith and with due diligence commences the actual drilling of a well with a complete standard or rotary rig within the six months period, that The City of San Diego will accept the work done in lieu of the cash payment of one hundred dollars (\$100.00) and will in that event refund to the Lessee the said sum of one hundred dollars (\$100.00).

(32) This lease shall not be assigned by the Lessee without the written consent of the Common Council of The City of San Diego.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessee has hereunto subscribed his name, this 15th day of June, 1931.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

ALFRED STAHEL, JR.

L. C. MAIRE

JOSEPH J. RUSSO

IRA S. IREY

Members of the Common Council of The
City of San Diego, Calif.

J. E. YOUNG, Lessee

(SEAL) ATTEST:

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

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

On this 13th day of June, A.D. 1931, before me, W. E. Stevens, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. E. Young, 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.

(SEAL)

W. E. STEVENS

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

I HEREBY APPROVE the draft of the foregoing Lease this 13 day of June, 1931.

FRANK H. HESKETT, 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. E. Young, being Document No. 269421.

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 20th day of July, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and ED FLETCHER hereinafter designated as the lessee.

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13235, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 15th day of June, 1931, and approved by the Mayor of said City on the 15th day of June, 1931, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All that portion of Pueblo Lot 1314 lying west of the main highway as now located, for a term beginning on the date of the execution of this lease and ending August 31, 1935, at a rental of Two and 50/100 Dollars (\$2.50) per acre per year, payable semi-annually in advance.

It is agreed between the parties hereto that with reference to the above description, that the Superintendent of the Purchasing Department is hereby made the agent of both parties, with authority to designate and determine the exact acreage, within the limits above described, which acreage shall be used as a basis for determining the amount of rent to be paid the City. Both parties hereby agree to accept and ratify the acreage so determined by the said Superintendent of the Purchasing Department.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for farming purposes and for no other purposes, and Lessee agrees to care for same and the crops thereon according to the rules of good husbandry.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall be under no obligation to furnish, and the lessee shall have no right to require, the City to furnish water for the use of the lessee on said premises at any time, except during the months of November, December, January, February and March of each year; and it is hereby agreed between the parties hereto that during the months hereinbefore mentioned the City agrees to sell water required by the Lessee for use upon the said premises, said water to be paid for by the Lessee at the current rate and subject to the regulations and conditions contained in that certain ordinance of the ordinances of the City of San Diego numbered 12418, adopted by the Common Council of said City on July 22, 1929.

It is further agreed by and between the parties hereto that in connection with the above agreement with respect to the furnishing of water, that the City shall be under no obligation whatever with respect to providing pipe lines for the distribution of said water on the said premises; and the lessee hereby agrees to bear all the expense arising from the necessity for expending funds in the construction of pipelines or other appurtenances necessary for the distribution of water.

Sixth. 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, except as hereinafter provided.

Seventh. Lessee shall bear the entire expense arising by reason of the construction of any improvements on the said premises, and the said lessee shall have the privilege, upon the termination of this lease, of removing from said demised premises, at his own expense, all buildings and improvements which have been placed thereon.

Eighth. All buildings erected by lessee on said demised premises shall conform to all requirements of the Building Ordinance of The City of San Diego.

Ninth. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Tenth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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.

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, 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 loss of the premises 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.

And it is further agreed that in the event this lease is cancelled, as herein provided, or upon the termination of the terms of the lease, as herein provided, that the lessee hereby agrees to furnish the City with a good and sufficient quitclaim deed to all premises described herein.

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 CLARK M. FOOTE, JR., Deputy

THE CITY OF SAN DIEGO

By A. STAHEL, JR.

L. C. MAIRE

IRA S. IREY

Members of the Common Council

ED. FLETCHER, Lessee

I hereby approve the draft of the foregoing Lease this 30 day of June, 1931

FRANK H. HESKETT, 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 Ed Fletcher, being Document No. 270160.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That HAZARD-GOULD COMPANY, as Principal and MARYLAND CASUALTY COMPANY, of Baltimore, Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED TWENTY-THREE Dollars (\$723.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of July, 1931.

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 - Galion EZ Lift McCormick Deering Motor Patrol Grader, 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:

R. C. RICKE

(SEAL) ATTEST:

PAUL PETERS

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

On this 14th day of July, 1931, 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)

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 14th day of July, 1931

C. L. BYERS, City Attorney

By E. S. LOVETT, 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 July, 1931

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk

By CLARK M. FOOTE, JR., Deputy

J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

J. J. RUSSO

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 July, 1931, by and 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 and deliver to said City:

- 1 - Galion EZ Lift McCormick Deering Motor Patrol Grader, with 16-inch by 12-inch mold board and blade, cab less curtains and McCormick Deering 10-20 Industrial Tractor, equipped with 32 x 6 front pneumatic tires and 40 x 8 dual rear pneumatic tires; heavy front axle assembly; with EZ lift scarifier attachment, operated from rear platform, 9-tooth, 2-1/2' x 3/4" x 22", double point reversible; total approximate weight 13,000 pounds;

All in accordance with alternate item No. 2, as submitted in sealed proposal of June 30, 1931, on file in the office of the Superintendent of the Purchasing Department of said City.

It is further agreed that the Contractor guarantees the performance of the above described equipment for the purpose intended for a period of one year; and agrees to replace, without charge to the City, all defective parts for a period of one year which are occasioned by defects in manufacture and shipment of said equipment.

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 EIGHT HUNDRED EIGHTY-NINE DOLLARS (\$2889.00).

Said contractor agrees to deliver said material within fifteen (15) 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 equipment, 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 completion of delivery of said equipment, 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 right 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 CLARK M. FOOTE, JR., Deputy

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

J. J. RUSSO

IRA S. IREY

Members of the Common Council

HAZARD GOULD & CO., (Contractor

by E. E. EVERSOLL, Sec.

(SEAL) ATTEST:

R. C. RICKE

I hereby approve the form of the foregoing contract, this 14th day of July, 1931

C. L. BYERS, City Attorney

By E. S. LOVETT, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract, with Hazard-Gould, being Document No. 270162.

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 DALEY CORPORATION, as Principal, and V. Ramos and H. A. Kuehmsted, 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 THOUSAND FOUR HUNDRED NINETY-SEVEN Dollars (\$1497.00), 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 18th day of July, 1931

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver 300 tons of San Diego County grown, tame oat hay, 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.

DALEY CORPORATION, Principal

By G. R. DALEY, Pres.

(SEAL) ATTEST:

C. D. MOORE

V. RAMOS

H. A. KUEHMSTED, Sureties

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

On this 18th day of July, 1931, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley known to me to be the President 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.

C. D. MOORE

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

My Commission expires
Aug. 31, 1932.

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

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

V. RAMOS

H. A. KUEHMSTED

Subscribed and sworn to before me this 18th day of July, 1931

C. D. MOORE

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 July, 1931

C. L. BYERS

City Attorney of the City of San Diego.

Approved By a majority of the members of the Common Council of the City of San Diego,
California, this 22d day of July, 1931.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By CLARK M. FOOTE, JR., Deputy

A. STAHEL, JR.

L. C. MAIRE

J. V. ALEXANDER

J. J. RUSSO

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 18th day of July, 1931, by and 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 DALEY CORPORATION party of the second part, and hereinafter designated as the Contractor, WITNESSETH:

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

300 tons of San Diego County grown, tame oat hay, delivered to City barns at
20th and B 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 NINETEEN and 95/100 DOLLARS (\$19.95) per ton.

Said contractor agrees to begin delivery of said material immediately upon the date of the execution of this contract, and to complete said delivery on or before the ___ day of ___ 1931.

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 material, 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 completion of delivery, 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

A. STAHEL, JR.

L. C. MAIRE

J. J. RUSSO

IRA S. IREY

Members of the Common Council

DALEY CORPORATION, Contractor

By G. R. DALEY, Pres.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By CLARK M. FOOTE, JR., Deputy

(SEAL) ATTEST:

C. D. MOORE

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

On this 18th day of July, 1931, before me, C. D. Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley known to me to be the President 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.

C. D. MOORE

(SEAL)

My Commission expires

Aug. 31, 1932.

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

I hereby approve the form of the foregoing contract, this 18 day of July, 1931.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Daley Corporation, being Document No. 270202

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

CONTRACT

THIS AGREEMENT, made and entered into this 22d day of July, 1931, by and between THE CITY OF SAN DIEGO, acting by and through its Common Council and pursuant to the authority conferred by Resolution No. 56842, passed on the 20th day of July, 1931, party of the first part; and LESTER S. READY, party of the second part, WITNESSETH:

In consideration of the covenants and agreements and payments to be made, herein contained, to be kept, formed and made by first party, the second party, Lester S. Ready, agrees to make a thorough investigation and furnish a report to The City of San Diego concerning the advisability and feasibility of bringing natural gas to San Diego for domestic and other use and to advise The City of San Diego in said report concerning the possibility of savings to be effected by the bringing to San Diego of natural gas for domestic and other use as compared with the present methods and cost of obtaining gas for such uses.

Second party further agrees to make a thorough study and investigation and furnish a report concerning the feasibility and advisability of The City of San Diego's acquiring materials and equipment and the means for a plant to furnish electricity for municipal lighting purposes, and to advise the City in said report as to the possibility of savings being effected by the acquisition and operation of such a plant in comparison with the present system and cost of obtaining electricity for lighting for municipal and other uses in the City of San Diego.

The City of San Diego agrees upon the completion of the study and investigation and the furnishing of the final report of said second party, as above provided, that party of the first part will pay for such services to Lester S. Ready a sum equal to Sixty Dollars (\$60.00) per day for all of his time required and spent in the investigation, study and in the making of the said final report, when not in attendance at hearings before courts or commissions of the State of California.

Party of the first part further agrees to pay Lester S. Ready a sum equal to One Hundred Dollars (\$100.00) per day for such of the days required and spent by said party of the second part when in attendance before any of the courts or commissions of the State of California. It is understood and mutually agreed that it is not the intention of the above provision of this contract to require The City of San Diego to pay more than the sum of One Hundred Dollars (\$100.00) per diem in any event.

It is further mutually agreed that The City of San Diego shall pay to Lester S. Ready upon the completion of the work the sums incurred by him as per diem compensation and as incidental and miscellaneous expenses, which will include expenses necessary to be incurred by Lester S. Ready for employment of necessary help in the making of the investigation and the furnishing of the report; provided, however, that such total shall in no event exceed the sum of Five Thousand Dollars (\$5000.00), and in no event shall The City of San Diego be liable for more than the above set forth sum for such incidental expenses.

It is further agreed that in no event shall the employment of said Lester S. Ready be terminated, except for sufficient legal cause, prior to the expiration of a sufficient number of days to total compensation to be due therefor, at the per diem basis above provided, so as to equal the sum of One Thousand Dollars (\$1000.00).

It is further mutually agreed that The City of San Diego may at any time terminate the contract, except as hereinabove in the preceding paragraph provided, but in no event shall said employment of Lester S. Ready extend for a period beyond that number of days totaling and equaling, at the per diem rate herein provided, the sum of Five Thousand Dollars (\$5000.00); and in no event shall The City of San Diego be liable to said second party for more than the sum of Five Thousand Dollars (\$5000.00).

It is further mutually agreed that the said party of the second part shall commence work on said investigation and report on the 20th day of July, 1931, and shall thereafter prosecute the same with due diligence and in a good workmanlike manner until completed.

Further, said second party 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.

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 second party has hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By CLARK M. FOOTE, JR., Deputy

THE CITY OF SAN DIEGO,

By J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

J. J. RUSSO

IRA S. IREY

Members of the Common Council.

Party of First Part

LESTER S. READY,

Party of Second Part

I hereby approve the draft of the foregoing Contract this 20 day of July, 1931.

C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Lester S. Ready, being Document No. 270263.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By August M. Madstrom Deputy.

CONTRACT

THIS AGREEMENT, made and entered into this 27th day of July, 1931, 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 LYNCH CONSTRUCTION CO. 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 July 13, 1931, at the hour of 10 o'clock A.M., all bids received pursuant to such notice, including the bid of said LYNCH CONSTRUCTION CO. 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 July 20, 1931 at the hour of 10 A.M., a contract was awarded to said LYNCH CONSTRUCTION CO. for the construction of the Freight and Passenger Depot, and removal and installation of the existing transit shed Site No. 2 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, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete the Freight and Passenger Depot, and removal and installation of the existing transit shed upon Site No. 2 as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of Two Hundred Twenty Thousand Eight Hundred Seventy Dollars (\$220,870.00)

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 "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 Freight and Passenger Depot and removal and installation of existing transit shed upon Site No. 2 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 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 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 operation of the Piers or workmen employed by the City of San Diego nor to injure their work or property and shall promptly make good at his own expense any injury to such work, property, workmen or contractors by his act or omission. Any differences or conflicts which may arise between the Contractor and other contractors or persons operating the Pier 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 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 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 at the site or sites, 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 days of the date of the contract), or the delivering to the Contractor in person or his authorized representative in said City of San Diego of any drawing, notice, letter or other communication shall be deemed to be 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", also insurance covering all possible damage to cargo by accident or storm, 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 those 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) percent 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 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. 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.

18. The Contractor shall observe all the ordinances of the City of San Diego in relation to the obstruction of streets, keeping open passageways and protecting the same when they are exposed and would be dangerous to travel.

19. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

20. The Contractor will be required to take the necessary precautions to safeguard traffic and maintain operation of the Pier.

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.

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

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

JOSEPH J. RUSSO

IRA S. IREY

Party of the First Part

LYNCH CONSTRUCTION CO., Contractor,

Party of the Second Part

By JAMES A. LYNCH, President

(SEAL) ATTEST:
C. S. RAINEY, Sec.

I hereby approve the form of the foregoing Contract this 25 day of July, 1931

C. L. BYERS, City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That LYNCH CONSTRUCTION CO., as Principal, and CONSOLIDATED INDEMNITY AND INSURANCE 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 One Hundred Ten Thousand Four Hundred Thirty-Five and No/100 Dollars, (\$110,435.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 22nd day of July, 1931.

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 Lynch Construction Co. as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete the new Freight and Passenger Depot and the removal of and installation upon Site No. 2 of the existing one story transit shed, 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 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:
C. S. RAINEY, Sec.

LYNCH CONSTRUCTION CO., Principal
By JAMES A. LYNCH, President,

(SEAL)

CONSOLIDATED INDEMNITY AND INSURANCE COMPANY, Surety
By HENRY E. PAPENBERG, Attorney-in-fact

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

On this twenty-second day of July in the year one thousand nine hundred and thirty-one before me, Jessie E. Simmons a Notary Public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Henry E. Papenberg known to me to be the Attorney in Fact of the CONSOLIDATED INDEMNITY AND INSURANCE 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 of Los Angeles, the day and year in this certificate first above written.

(SEAL)

My Commission Expires
May 20, 1934.

JESSIE E. SIMMONS
Notary Public in and for Los Angeles 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 27th day of July, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That LYNCH CONSTRUCT CO., as Principal and CONSOLIDATED INDEMNITY AND INSURANCE 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 Fifty-Five Thousand, Two Hundred Seventeen and 50/100 (\$55,217.50), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these present.

Signed by us and dated this 22nd day of July, 1931.

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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete the New Freight and Passenger Depot, and removal of and installation upon Site No. 2 of the existing one story transit shed 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:

C. S. RAINEY, Sec.

(SEAL)

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

LYNCH CONSTRUCTION CO., Principal
JAMES A. LYNCH, President
CONSOLIDATED INDEMNITY AND INSURANCE COMPANY, Surety
By HENRY E. PAPENBERG, Attorney-in-fact.

On this twenty-second day of July in the year one thousand nine hundred and thirty-one before me, Jessie E. Simmons a Notary Public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared Henry E. Papenberg known to me to be the Attorney in Fact of the CONSOLIDATED INDEMNITY AND INSURANCE 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 of Los Angeles the day and year in this certificate first above written.

(SEAL)

My Commission Expires
May 20, 1934.

JESSIE E. SIMMONS
Notary Public in and for Los Angeles County of Los Angeles, State of California.

I hereby approve the form of the within Bond, this 25 day of July, 1931.

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 27th day of July, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
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 Lynch Construction Company (excepting Notice to Contractors, Instructions To Bidders, Proposal, Specifications), being Document No. 270390.

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

By August M. Hadetrom Deputy.

ASSIGNMENT OF CONTRACT
FROM FRANK W. SEIFERT TO CHAS. G. FRISBIE, REGISTERED CIVIL
ENGINEER OF LOS ANGELES, CALIFORNIA

WHEREAS, on the 2nd day of January, 1931, Frank W. Seifert entered into a contract with the City of San Diego for the furnishing of complete plans and specifications for a complete sewerage collection system, to serve the entire City of San Diego; together with the furnishing of the necessary labor, work and materials incidental thereto; and

WHEREAS, the terms of the contract specifically provide that the actual making of the plans and specifications shall be done by a competent registered civil and sanitary engineer of the State of California, and that no plans and specifications shall be accepted unless prepared and signed by a registered civil and sanitary engineer of the State of California; and

WHEREAS, pursuant to the terms of said contract Frank W. Seifert has duly employed Chas. G. Frisbie, a duly qualified, competent and registered civil and sanitary engineer, as provided by the Statutes of 1929, page 1645, Act 1384, entitled: "Civil Engineering of the General Laws of the State of California"; and

WHEREAS, in pursuance of said appointment of said Charles G. Frisbie, the said duly registered civil engineer has prepared the plans and specifications as provided for in the contract, and done and caused to be done all the engineering work in connection therewith;

NOW THEREFORE, I, Frank W. Seifert, for good and valuable consideration, hereby assign all my right, title and interest in and to the aforesaid contract and to moneys coming to me by reason of said contract entered into between myself and the City of San Diego on the 2nd day of January, 1931, and as amended on the 6th day of April, 1931, to Charles G. Frisbie; and I hereby direct that all moneys coming due to me by virtue of the terms of the said contract with the City of San Diego be paid by the City of San Diego or by its proper officers to Chas. G. Frisbie, upon proper presentation of the claim to said officers when the same becomes due.

I hereby direct that copies of this Assignment be filed with the Auditor of the City of San Diego, with the Treasurer of The City of San Diego, and with the Common Council of The City of San Diego.

This assignment shall be as of the date of the said Contract, to-wit: January 2nd, 1931, and its of the date of the approval of the employment of Chas. G. Frisbie, as the Engineer to do the work, by Resolution No. 55849, adopted by the Common Council of the City of San Diego, February 2, 1931.

Approved as to form
C. L. BYERS, City Atty.
O.K. 8/7/31 R.M.G.

FRANK W. SEIFERT
CHAS. G. FRISBIE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of contract by Frank W. Seifert to Chas. G. Frisbie, being Document No. 270665.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That 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 HUNDRED FORTY-THREE Dollars (\$243.00), 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, 1931.

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 - 82 cu. ft. Gardner Denver gasoline driven portable air compressor on fabricated steel frame, skid mounted; 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.

HAZARD GOULD & CO., Principal
C. R. DUNBAR

ATTEST:
PAUL PETERS

(SEAL) ATTEST:
R. C. RICKE

MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney in Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 10th day of August, 1931, 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)

Notary Public, in and for said County and State
I hereby approve the form of the within Bond, this 7th day of August, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
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 10th day of August, 1931, by and 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, 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 - 82 cu. ft. Garner Denver gasoline driven portable air compressor on fabricated steel frame, skid mounted; guaranteed to operate a standard pavement breaker or similar unit at 100 lbs. pressure; F.o.b. San Diego.

It is further agreed that the Contractor guarantees the performance of the above described equipment for the purpose intended for a period of one year; and agrees to replace, without charge to the City, all defective parts for a period of one year which are occasioned by defects in manufacture and shipment of said equipment.

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 SIXTY-NINE DOLLARS (\$969.00).

Said contractor agrees to deliver said material within ten (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:

Thirty days after completion of delivery of said equipment, and the acceptance of the same by the Common Council of said City, the whole contract price 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 J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

JOSEPH J. RUSSO

IRA S. IREY

Members of the Common Council.

GAZARD GOULD & COMPANY, Contractor.

C. R. DUNBAR, V. P.

ATTEST:
PAUL PETERS

I hereby approve the form of the foregoing contract, this 7th day of August, 1931.

C. L. BYERS, 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 Hazard Gould & Co., being Document No. 270661.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING 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, the sum of ONE THOUSAND ONE HUNDRED FIFTY-FIVE Dollars (\$1155.00), 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 August, 1931

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 1900' - 16" Class "C" sand-cast iron pipe, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
M. K. PRENDERGAST, Notary

R. E. HAZARD CONTRACTING CO., Principal
O. M. HALL, Vice Pres.

(SEAL) ATTEST:
M. K. PRENDERGAST, Notary

PACIFIC INDEMNITY COMPANY, Surety
By D. R. BECK, Attorney-in-fact.

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

On this 7th day of August, in the year one thousand nine-hundred and thirty-one 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 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 10th day of August, 1931.

C. L. BYERS, 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 10th day of August, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
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 10 day of August, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. E. HAZARD CONTRACTING COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1900 feet of 16" Class "C" sand-cast iron pipe, Delivered f.o.b. California and Maple 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 TWO and 43/100 DOLLARS (\$2.43) per foot.

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 17th day of August, 1931.

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 complete delivery of said pipe, 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 of officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing said execution, and the said 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

A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

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

R. E. HAZARD CONTRACTING COMPANY, Contractor
By O. M. HALL, Vice Pres.

(SEAL) ATTEST:

M. K. PRENDERGAST, Notary

I HEREBY APPROVE the form of the foregoing contract, this 7th day of August, 1931.

C. L. BYERS, 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 R. E. Hazard Contracting Company, being Document No. 270693.

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 ELEVEN DOLLARS (\$111.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of August, 1931.

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 GARNETT 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.

(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, Surety
By PAUL WOLCOTT, Resident Vice-President

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

On this 11th day of August, in the year nineteen hundred thirty-one, 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 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 foregoing Undertaking this 13 day of Aug., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 56896 passed and adopted on the 27th day of July, 1931, require and fix the sum of \$111.00 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
GARNET STREET LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 17th day of August, 1931, 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 April 25, 1931, to-wit, to and including April 24, 1932.

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 and Assessment for Garnet Street Lighting District No. 1" filed February 3, 1931, 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-eight and 50/100 Dollars (\$88.50) in twelve equal monthly installments, drawn upon the Street Lighting Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Hundred Fifty-five and 50/100 Dollars (\$355.50) 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 Three Hundred Fifty-five and 50/100 Dollars (\$355.50) 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 Three Hundred Fifty-five and 50/100 Dollars.

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-eight and 50/100 Dollars (\$88.50) 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 A. STAHEL, JR.
J. V. ALEXANDER
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 15 day of Aug., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas Electric Company, for Garnet Street Lighting District No. 1, being Document No. 270873.

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

By August M. Hadston 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 EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$872.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of August, 1931.

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 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, Principal
By W. F. RABER

(SEAL) ATTEST:
M. B. FOWLER

(SEAL) ATTEST:
ARCHIE R. GOWAN,
Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

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

On this 11th day of August, in the year nineteen hundred thirty-one, 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 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 foregoing Undertaking this 13th day of Aug., 1931

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 56897 passed and adopted on the 27th day of July, 1931, require and fix the sum of \$872.00 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 17th day of August, 1931, 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 the City of San Diego, California; together with the maintenance of the said bracket arms, wires and lamps on said Mission Boulevard, 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 May 15, 1931, to-wit, to and including May 14, 1932.

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 and Assessment for Mission Beach Lighting District No. 1", filed March 7, 1931, 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 Ninety-seven and 20/100 Dollars (\$697.20) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Seven Hundred Eighty-eight and 80/100 Dollars (\$2788.80) 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 "Mission Beach Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of Two Thousand Seven Hundred Eighty-eight and 80/100 Dollars (\$2788.80) 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 Two Thousand Seven Hundred Eighty-eight and 80/100 Dollars (\$2788.80).

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 Six Hundred Ninety-seven and 20/100 Dollars (\$697.20) 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.

(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 A. STAHEL, JR.
J. V. ALEXANDER
L. C. MAIRE
J. J. RUSSO
IRA S. IREY

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 13th day of Aug., 1931

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company, being Document No. 270874.

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 THREE HUNDRED FORTY DOLLARS (\$340.00) 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 21st day of August, 1931.

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 EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Altadena 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.

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

(SEAL) ATTEST:
PAUL WOLCOTT,
Resident Assistant Secretary.

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

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

On this 21st day of August, in the year nineteen hundred thirty-one, 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.

(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 22nd day of Aug., 1931

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 56633 passed and adopted on the 22nd day of June, 1931, require and fix the sum of \$340.00 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

THIS AGREEMENT, made and entered into this 24th day of August, 1931, 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 EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Altadena Avenue, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said El Cajon Avenue, 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 April 1, 1931, to-wit, to and including March 31, 1932.

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 and Assessment for El Cajon Avenue Lighting District No. 1", filed January 9, 1931, 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 Seventy and 72/100 Dollars (\$270.72) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Eighty-two and 88/100 Dollars (\$1082.88) 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 "El Cajon Avenue Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of One Thousand Eighty-two and 88/100 Dollars (\$1082.88) shall be paid out of any other fund than said special fund designated as "El Cajon 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, 1931 (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 Eighty-two and 88/100 Dollars (\$1082.88).

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 Two Hundred Seventy and 72/100 Dollars (\$270.72) 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.

(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 A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY

Members of the Common Council
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I hereby approve the form of the foregoing Contract, this 22nd day of Aug., 1931.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas and Electric Company, being Document No. 271068.

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

By August M. Headstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That THE NATIONAL CASH REGISTER 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 TWO HUNDRED EIGHTY-THREE Dollars (\$283.00), 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 26th day of August, 1931.

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

2 - Light oak finish, voucher cut off cash registers,
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:
W. COUCH

THE NATIONAL CASH REGISTER COMPANY, Principal
By JAMES I. EAST, Agent
PACIFIC INDEMNITY COMPANY, Surety.

(SEAL) ATTEST:
M. K. PRENDERGAST.

D. R. BECK, Attorney-in-Fact.

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

On this 26th day of AUGUST in the year one thousand nine-hundred and THIRTY ONE, 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 26 day of Aug., 1931.

C. L. BYERS, 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, 1931.

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

A. STAHEL, JR.
J. J. RUSSO
L. C. MAIRE
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, 1931, by and 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 NATIONAL CASH REGISTER 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 paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

2 - New special light oak finish, voucher cut off cash registers, in accordance with the following specifications:

Electrically operated. To indicate any amount from one cent to \$9,999.99 front and rear. To have 54 amount keys, and 3 cashier keys. To have locked-up total of all money received. To have smooth metal cabinet, finished in light grained oak. To have locked-up detail record of every transaction recorded. To be equipped with special printing table, to accomodate post card bill. To have 3 removable money tills. To have locked compartment automatically receive cut off voucher. Registers to operate in the following manner:

At one operation of the motor, the motor to instantaneously and simultaneously indicate any amount recorded, at the same time accumulate like amount in the locked-up secret total, which can be placed under control of an officer.

To print amount, transaction number, cashier's intial, first on main portion of customer's bill and second on the cashier's stub, third on locked up audit sheet inside of the Register, all in original, no carbon, this operation also automatically cutting off the stub and depositing the same in locked Auditor's compartment.

F.O.B. City Hall, 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 FIVE HUNDRED SIXTY-FIVE DOLLARS (\$565.00) each, less five per cent (5%) discount if cash paid for material within ten days after delivery.

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 90 days.

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, ti-wit:

The sum of ONE THOUSAND ONE HUNDRED THIRTY DAYS (\$1130.00), less five per cent (5%) discount if cash paid for material within ten days from delivery of same.

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 A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council.
THE NATIONAL CASH REGISTER COMPANY, Contractor
By JAMES I. EAST, Agent

ATTEST:
W. COUCH

I hereby approve the draft of the foregoing contract, this 26 day of August, 1931.
C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with National Cash Register Co., being Document No. 271138

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

WHEREAS, LINA P. STONE is the owner of Lot 10 Block 155, Roseville Subdivision; and
WHEREAS, the provisions of Ordinance No. 12321 of the Ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,
WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. 57146 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. Now Therefore,

WITNESS THIS AGREEMENT, signed and executed this 3rd day of September, 1931, by Lina P. Stone, that she will, for and in consideration of the permission granted him to erect a building on the above described property to the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

LINA P. STONE,
Owner's Signature

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

On this 3rd day of September, A.D. Nineteen Hundred and Thirty-one, before me, Gladys Warren, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lina P. Stone, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission Expires February 7th, 1933

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

RECORDED AT REQUEST OF City Clerk SEP 10, 1931 10 Min. past 11 A.M., in Book 42,
at Page 58 of Official Records, San Diego Co., Cal.

O. M. SWOPE, County Recorder
By DEPUTY J. L. S.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Lina P. Stone, being Document No. 271288.

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

STANDARD GOVERNMENT FORM OF CONTRACT (SUPPLIES)

Req'n No. 9-32 Bu. Y & D Station Naval Supply Depot App'n 72201 Maintenance, Bu
Y & D 1932

Purchasing Office Naval Supply Depot, San Diego, California
NAVY DEPARTMENT

Contract for Laboratory Services, Estimated Amount, \$1050.00
Place Public Works Dept., Eleventh Naval District

This Contract, entered into this 5th day of September, 1931 by the United States of America, hereinafter called the Government, represented by the contracting officer executing this contract, and Operating Department, City of San Diego a corporation organized and existing under the laws of the State of California, a partnership consisting of an individual trading as of the city of San Diego, in the State of California, hereinafter called the contractor, witnesseth that the parties hereto do mutually agree as follows:

Article 1. Scope of this Contract. The contractor shall furnish and deliver all supplies or services covered by the items or classes hereto attached, for the consideration stated opposite each item or each class in the schedules, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Deliveries shall be made as follows: As stated in the schedules concerned.

Article 2. Changes. Where the supplies to be furnished are to be specially manufactured in accordance with Government drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Government Master Specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department or chief of bureau. Any claim for adjustment under this article must be asserted within ten days from the date the change is ordered unless the contracting officer shall for proper cause extend such time, and if the parties can not agree upon the adjustment the dispute shall be determined as provided in Article 12 hereof. But nothing provided in this

article shall excuse the contractor from proceeding with the contract as changed.

Article 3. Extras. Except as otherwise herein provided, no charge for extras will be allowed unless the same have been ordered in writing by the contracting officer and the price stated in such order.

Article 4. Inspection (a) All material and workmanship shall be subject to inspection and test at all times and places and, when practicable, during manufacture. The Government shall have the right to reject articles which contain defective material or workmanship. Rejected articles shall be removed by and at the expense of the contractor promptly after notification or rejection.

(b) If inspection and test, whether preliminary or final, is made on the premises of the contractor or subcontractor, the contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Government reserves the right to charge to the contractor any additional cost of inspection and test when articles are not ready at the time inspection is requested by the contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or a subcontractor, it shall be at the expense of the Government except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Government for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

Article 5. Delays - Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties shall be liable to the Government for any excess cost occasioned the Government thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but not including delays caused by subcontractors: PROVIDED FURTHER, That the contractor shall within ten days from the beginning of any such delay notify the contracting officer in writing of the causes of delay, who shall ascertain the facts and extent of delay, and his findings of facts thereon shall be final and conclusive on the parties hereto, subject only to appeal within thirty days by the contractor to the head of the department concerned, whose decision on such appeal as to the facts of delay shall be final and conclusive on the parties hereto.

Article 6. Responsibility for supplies tendered. The contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the designated point, but the contractor shall bear all risk on rejected articles or materials after notice of rejection. Where final inspection is at point of origin but delivery by contractor is at some other point, the contractor's responsibility shall continue until delivery is accomplished.

Article 7. Increase or decrease. Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 per cent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

Article 8. Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 per cent of the total amount of the contract.

Article 9. Additional security. Should the surety upon any bond that is furnished for the performance of this contract become unacceptable to the Government, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Government.

Article 10. Officials not to benefit. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Article 11. Covenant against contingent fees. The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

Article 12. Disputes. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer or his duly authorized representative, subject to written appeal by the contractor within thirty days to the head of the department concerned, whose decision shall be final and conclusive upon the parties hereto as to such questions of fact. In the meantime the contractor shall diligently proceed with performance.

I, Allen H. Wright, certify that I am the City Clerk (Secretary) of the corporation named as contractor herein; that R. M. Gregory, who signed this contract on behalf of the contractor, was then Manager of Operation of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

ALLEN H. WRIGHT (Corporate Seal)

I hereby certify that, to the best of my knowledge and belief, based upon observation and inquiry, who signed this contract for the , had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

R. M. GREGORY, Contracting Officer.

STANDARD GOVERNMENT FORM OF PERFORMANCE BOND
(as modified for use by the
Navy Department)
(CONSTRUCTION OR SUPPLY)

KNOW ALL MEN BY THESE PRESENTS, That we - - - - -

NO BOND OR OTHER SECURITY TAKEN TO GUARANTEE
THE PERFORMANCE OF THE CONTRACT

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with U. S. Navy Department, being Document No. 271449.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August 3rd Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That BURROUGHS ADDING MACHINE COMPANY, San Diego, California, Agency, 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 FIFTY-ONE Dollars (\$551.00), 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 September, 1931.

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 - Burroughs public utility billing machine, 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:

T. L. SHEAHAN, Asst. Secy.

BURROUGHS ADDING MACHINE COMPANY, Principal
San Diego, California, Agency,
By GEO. D. EVANS, Secy. Manager

(SEAL) ATTEST:

R. L. STEPHENSON

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 September in the year one thousand nine hundred and thirty-one, 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
Jan. 12, 1934.

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 17th day of Sept., 1931.

C. L. BYERS, City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 21st day of September, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
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 15th day of September, 1931, by and 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 BURROUGHS ADDING MACHINE COMPANY, San Diego, California, Agency, 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 - Burroughs public utility billing machine, capable of printing a minimum of 250 water bills per hour, to conform to the following specifications:

Water bill 11 7/16" x 3 9/16" over all; customer's bill with stub, 5 9/16" x 3 9/16"; office record, 5-7/8" x 3 9/16" audit sheet, 5 5/8" wide. Automatic totals, 6 registers to provide 12 totals and two additional grand totals:

1. Previous meter readings,
2. Present meter readings,
3. Consumption--regular billing,
4. Consumption--minimum billing,

5. Charges--regular billing,
6. Charges--minimum billing,
7. Total arrears by routes,
8. Grant total--consumption,
9. Grand total--revenue,
- 10.)
- 11.) Open for proposed changes
- 12.) in water rates.
- 13.)

Full standard keyboard. Automatic triple repeat print of items, Amounts and Totals. Automatic ciphers, automatic dates, drop feed carriage, automatic line finding for bills. All printing of figures and amounts on bills to be original, no carbon impressions. Audit sheet to be a carbon impression of machine billing produced as a by-product of machine billing. Automatic selection of columns. Automatic decimal tabulation for figures and amounts. Keyboard selection of registers for segregation of consumption and revenue.

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 TWO HUNDRED FORTY-FIVE DOLLARS (\$2245.00) Less 2% cash discount for payment within ten days from date of invoice.

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:

Upon delivery of said machine, 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.

It is further agreed that the Contractor guarantees the performance of the above described equipment for the purpose intended for a period of one year and agrees to give free mechanical service during said period; and agrees to replace, without charge to the City, all defective parts for a period of one year which are occasioned by defects in manufacture and shipment of said equipment.

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

A. STAHEL, JR.

L. C. MAIRE

IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

W. L. Sheahan, Asst. Secy.

BURROUGHS ADDING MACHINE COMPANY, Contractor
San Diego, California, Agency.

By GEO. D. EVANS, Secy. Manager.

I hereby approve the draft of the foregoing contract, this 17 day of Sept., 1931.

C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Burroughs Adding Machine Company, being Document No. 271558.

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 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 FORTY-SIX DOLLARS (\$446.00), lawful money of the United States of America, to be paid to said the City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 Andrews Street and Chalmers Street;
 The southwesterly side 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;

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, 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 24th day of October, in the year nineteen hundred thirty-one 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 27 day of Oct., 1931.

C. L. BYERS

City Attorney.

By M. R. THORP

Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57395 passed and adopted on the 19th day of October, 1931, require and fix the sum of \$446.00 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. 1.
 (current)

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 side 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.

Such furnishing of electric current shall be for a period of nine months and eighteen days from and after October 17, 1931, to and including August 4, 1932.

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 and Assessment for Five Points Lighting District No. 1", filed August 3, 1931 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 SEVEN HUNDRED SEVENTY-ONE AND 49/100 DOLLARS (\$1771.49) as follows: Nine monthly warrants duly and properly drawn upon the Five Points Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$184.53, and one warrant for the sum of \$110.72, to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of ONE THOUSAND SEVEN HUNDRED SEVENTY-ONE AND 49/100 DOLLARS (\$1771.49) 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 SEVENTY-ONE AND 49/100 DOLLARS (\$1771.49).

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, 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 L. C. MAIRE

A. STAHEL, JR.,

IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby Approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for electrical current for Five Points Lighting District #1 between the City of San Diego and the San Diego Consolidated Gas & Electric Co. Being Document No. 272458.

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

Signed by us and dated this 24th day of October, 1931.

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 Andrews Street and Chalmers Street;

The southwesterly side 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;

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, 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 24th day of October, in the year nineteen hundred thirty-one 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 27 day of Oct., 1931.

C. L. BYERS, City Attorney.

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57396 passed and adopted on the 19th day of October, 1931, require and fix the sum of \$202.00 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 FIVE POINTS LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for 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 side of KETNER 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.

Such furnishing of maintenance and repair of appliances shall be for a period of 9 months and 18 days from and after October 17, 1931, to and including August 4, 1932.

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 and Assessment for Five Points Lighting District No. 1", filed August 3, 1931, 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 SIX AND 25/100 DOLLARS (\$806.25) as follows:

Nine monthly warrants duly and properly drawn upon the Five Points Lighting District No. 1 Fund of said City, each of said monthly warrants to be drawn for the sum of \$83.97, and one warrant for the sum of \$50.52, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of EIGHT HUNDRED SIX AND 25/100 DOLLARS (\$806.25) 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 EIGHT HUNDRED SIX AND 25/100 DOLLARS (\$806.25).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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 L. C. MAIRE

A. STAHEL JR.,

IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

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

I hereby approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the S.D.Cons. Gas & Elect. Co. and the City of San Diego to furnish maintenance for Five Points Lighting District #1. Being Document No. 272459.

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 (461) 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 24th day of October, 1931.

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

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

By W. F. RABER

Principal

(SEAL) ATTEST:

M. B. FOWLER

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 24th day of October, in the year nineteen hundred thirty-one 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 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57358 passed and adopted on the 13th day of October, 1931, require and fix the sum of \$461.00 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

MISSION BEACH LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 thirty-seven (37) 600

candle power lamps on mast arms attached to the poles located in 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 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 a period of one year from and after August 17, 1931, to-wit, to and including August 16, 1932.

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 and Assessment for Mission Beach Lighting District No. 2", filed July 31, 1931 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 SIXTY-EIGHT AND 52/100 DOLLARS (\$368.52) in twelve equal monthly installments drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of ONE THOUSAND FOUR HUNDRED SEVENTY-FOUR AND 08/100 DOLLARS (\$1474.08) 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 FOUR HUNDRED SEVENTY-FOUR AND 08/100 DOLLARS (\$1474.08) 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 Four Hundred Seventy-four and 08/100 Dollars (\$1474.08).

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, other than said sum of Three Hundred Sixty-eight and 52/100 Dollars (\$368.52) nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:

M. B. FOWLER

By W. F. RABER

THE CITY OF SAN DIEGO.

By L. C. MAIRE

A. STAHEL, JR.,

IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the S.D.Cons. G. & E. Co. and the City of San Diego for Mission Beach Lighting District No. 2, Being Document No. 272460.

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 FOUR HUNDRED THREE DOLLARS (\$403.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 LOCUST STREET, EVERGREEN STREET, WILLOW STREET, PLUM STREET, CLOVE STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, CHATSWORTH BOULEVARD, LYTON STREET, ROSECRANS STREET, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE and AMARYLLIS DRIVE, within the limits particularly described in Resolution of Intention No. 56941, adopted by the Common Council on July 27, 1931, 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
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 24th day of October, in the year nineteen hundred thirty-one, 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. Salmon, 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 27 day of Oct., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57356 passed and adopted on the 13th day of October, 1931, require and fix the sum of \$403.00 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.
(current)

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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:

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 Willow Street and the northwesterly line of Plumosa Park;

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);

On the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly and Lytton Street;

On POINSETTIA DRIVE, between Elliott Street and Amaryllis Drive;

On JONQUIL DRIVE, between Elliott Street and Lotus Drive;

On NARCISSUS DRIVE, between Elliott Street and Lotus Drive;

On HYACINTH DRIVE, between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park;

On AZALEA DRIVE, between Hyacinth Drive and the northeasterly line of Plumosa Park;

On WISTERIA DRIVE, between Azalea Drive and the northeasterly line of Plumosa Park;

On LOTUS DRIVE, between Poinsettia Drive and Hyacinth Drive;

On PLUMOSA DRIVE, between Hyacinth Drive and Chatsworth Boulevard; and

On AMARYLLIS DRIVE, between Poinsettia Drive and Lotus Drive;

Such furnishing of electric current shall be for a period of nine months and eighteen days from and after September 10th, 1931, to-wit, to and including June 27, 1932.

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 and Assessment for Loma Portal Lighting District No. 1", filed July 27, 1931, 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 SIX HUNDRED EIGHT AND 77/100 DOLLARS (\$1608.77) as follows: Nine (9) monthly warrants duly and properly drawn upon the Loma Portal Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$167.58, and one warrant for the sum of \$100.55, to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of ONE THOUSAND SIX HUNDRED EIGHT AND 77/100 DOLLARS (\$1608.77) 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 ONE THOUSAND SIX HUNDRED EIGHT AND 77/100 DOLLARS (\$1608.77).

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 L. C. MAIRE

A. STAHEL JR.,

IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, CITY CLERK
By FRED W. SICK, Deputy.

I hereby approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between S.D.Cons. G. & E. Co. and the City of San Diego for current on Loma Portal Lighting District No. 1. Being Document No. 272461.

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 ONE HUNDRED EIGHTY-SEVEN DOLLARS (\$187.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 LOCUST STREET, EVERGREEN STREET, WILLOW STREET, PLUM STREET, CLOVE STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, CHATSWORTH BOULEVARD, LYTON STREET, ROSECRANS STREET, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE and AMARYLLIS DRIVE, within the limits particularly described in Resolution of Intention No. 56941, adopted by the Common Council on July 27, 1931, 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, 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 24th day of October, in the year nineteen hundred thirty-one, 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 27 day of Oct., 1931.

C. L. BYERS, City Attorney.

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57357 passed and adopted on the 13th day of October, 1931, require and fix the sum of \$187.00 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
LOMA PORTAL LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on the following streets, 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 Willow Street and the northwesterly line of Plumosa Park;

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);

On the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly and Lytton Street;

On POINSETTIA DRIVE between Elliott Street and Amaryllis Drive;

On JONQUIL DRIVE between Elliott Street and Lotus Drive;

On NARCISSUS DRIVE, between Elliott Street and Lotus Drive;

On HYACINTH DRIVE, between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park;

On AZALEA DRIVE between Hyacinth Drive and the northeasterly line of Plumosa Park;

On WISTERIA DRIVE between Azalea Drive and the northeasterly line of Plumosa Park;

On LOTUS DRIVE between Poinsettia Drive and Hyacinth Drive;

On PLUMOSA DRIVE between Hyacinth Drive and Chatsworth Boulevard; and

On AMARYLLIS DRIVE between Poinsettia Drive and Lotus Drive.

Such furnishing of maintenance and repair of appliances shall be for a period of nine months and eighteen days from and after September 10th, 1931, to-wit, to and including June 27, 1932.

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 and Assessment for Loma Portal Lighting District No. 1", filed July 27, 1931 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 HUNDRED FORTY-SIX AND 91/100 DOLLARS (\$746.91) as follows: Nine (9) monthly warrants duly and properly drawn upon the Loma Portal Lighting District No. 1 Fund of said City, each of said monthly warrants to be drawn for the sum of \$77.82, and one warrant for the sum of \$46.53, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of SEVEN HUNDRED FORTY-SIX AND 91/100 DOLLARS (\$746.91) 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 SEVEN HUNDRED FORTY-SIX AND 91/100 DOLLARS (\$746.91).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the 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 L. C. MAIRE
A. STAHEL, JR.,
IRA S. IREY
Members of the Common Council.

I hereby approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract bet. S.D.Cons. G. & E. Co. and the City of San Diego, for maintenance on Loma Portal Lighting District No. 1. Being Document No. 272462.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Kadtum 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 TWO HUNDRED FIFTY-TWO DOLLARS (\$252.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 30TH STREET, between Lincoln Avenue and Wightman Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

(SEAL) ATTEST:
M. B. FOWLER

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 24th day of October, in the year nineteen hundred thirty-one, 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.

(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 27 day of Oct., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57391 passed and adopted on the 19th day of October, 1931, require and fix the sum of \$252.00 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
(current)

THIS AGREEMENT, made and entered into this 2nd day November, 1931, 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 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

30TH STREET, between Lincoln Avenue and Wightman Street.

Such furnishing of electric current shall be for a period of nine months and eighteen days from and after October 19, 1931, to-wit, to and including August 6, 1932.

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 and Assessment for University Avenue Lighting District No. 1", filed August 3, 1931 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 FIVE AND 12/100 DOLLARS (\$1005.12), as follows: Nine (9) monthly warrants duly and properly drawn upon the University Avenue Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$104.70, and one warrant for the sum of \$62.82 to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of ONE THOUSAND FIVE AND 12/100 DOLLARS (\$1005.12) 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 ONE THOUSAND FIVE AND 12/100 DOLLARS (\$1005.12).

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 L. C. MAIRE
A. STAHEL JR.,
IRA S. IREY
Members of the Common Council.

I hereby approve the draft of the foregoing Contract, this 27 day of Oct., 1931.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Cons. G. & E. Co., for University Avenue Lighting District No. 1, for current. Being Document No. 272463.

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 FIFTEEN DOLLARS (\$115.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 30TH STREET, between Lincoln Avenue and Wightman 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

Principal

(SEAL) ATTEST:

M.B. FOWLER

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 24th day of October, in the year nineteen hundred thirty-one, 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 __, 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57392 passed and adopted on the 19th day of October, 1931, require and fix the sum of \$115.00 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 2nd day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

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

30TH STREET, between Lincoln Avenue and Wightman Street.

Such furnishing of maintenance and repair of appliances shall be for a period of nine months and eighteen days from and after October 19, 1931, to-wit, to and including August 6, 1932.

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 and Assessment for University Avenue Lighting District No. 1", filed August 3, 1931, 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 FIFTY-EIGHT AND 38/100 DOLLARS (\$458.38) as follows: Nine (9) monthly warrants duly and properly drawn upon the University Avenue Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$47.73, and one warrant for the sum of \$28.81 to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of FOUR HUNDRED FIFTY-EIGHT AND 38/100 DOLLARS (\$458.38) 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 FOUR HUNDRED FIFTY-EIGHT AND 38/100 DOLLARS (\$458.38).

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 L. C. MAIRE

A. STAHEL, JR.,

IRA S. IREY

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the draft of the foregoing Contract, this 27 day of October, 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract bet. S.D.Cons. G. & E. Co. and the City of San Diego. Being Document No. 272464.

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 TWO HUNDRED FIFTY-TWO DOLLARS (\$252.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 Boundary Street and 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, 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, 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 24th day of October, in the year nineteen hundred thirty-one 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. Salmon, 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 27 day of Oct., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57394 passed and adopted on the 19th day of October, 1931, require and fix the sum of \$252.00 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 2nd day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

UNIVERSITY AVENUE, between Boundary Street and 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.

Such furnishing of maintenance and repair of appliances shall be for a period of 9 months and 18 days from and after October 19, 1931, to-wit, to and including August 6, 1932.

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 and Assessment for University Avenue Lighting District No. 3", filed August 3, 1931 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 FIVE AND 77/100 DOLLARS (\$1,005.77) as follows: Nine monthly warrants duly and properly drawn upon the University Avenue Lighting District No. 3 Fund of said City, each of said monthly warrants to be drawn for the sum of \$104.76, and one warrant for the sum of \$62.93, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of ONE THOUSAND FIVE AND 77/100 DOLLARS (\$1005.77) 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 ONE THOUSAND FIVE AND 77/100 DOLLARS (\$1005.77).

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

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO
By L. C. MAIRE
A. STAHEL, JR.,
IRA S. IREY
Members of the Common Council

I hereby approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D. Cons. G. & E. Co for maintaince of University Avenue Lighting District No. 3. Being Document No. 272465.

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 FIFTY-THREE DOLLARS (\$553.00), lawful money of the United States of America, to be paid to said the City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 Boundary Street and 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 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, 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 24th day of October, in the year nineteen hundred thirty-one 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 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57393 passed and adopted on the 19th day of October, 1931, require and fix the sum of \$553.00 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
(current)

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 Boundary Street and 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.

Such furnishing of electric current shall be for a period of 9 months and 18 days from and after October 19, 1931, to-wit, to and including August 6, 1932.

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 and Assessment for University Avenue Lighting District No. 3", filed August 3, 1931 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 EIGHT AND 10/100 DOLLARS (\$2208.10) as follows: Nine monthly warrants duly and properly drawn upon the University Avenue Lighting District No. 3 Fund, each of said monthly warrants to be drawn for the sum of \$230.01, and one warrant for the sum of \$138.01 to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of TWO THOUSAND TWO HUNDRED EIGHT AND 10/100 DOLLARS (\$2208.10) 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 TWO THOUSAND TWO HUNDRED EIGHT AND 10/100 DOLLARS (\$2208.10).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work, 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

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO
By L. C. MAIRE
A. STAHEL, JR.,
IRA S. IREY

Members of the Common Council.

I Hereby Approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the City of San Diego and the S.D.Cons. G. & E. Co. for University Avenue Lighting Dist. #3 current. Being Document No. 272466.

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-SEVEN (27) 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 24th day of October, 1931.

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 line of the City of San Diego; and SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of 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.

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

(SEAL) ATTEST:

M. B. FOWLER

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 24th day of October, in the year nineteen hundred thirty-one, 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 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57354 passed and adopted on the 13th day of October, 1931, require and fix the sum of \$27.00 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
KENSINGTON MANOR LIGHTING DISTRICT NO. 1
(current)

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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;

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. Such furnishing of electric current shall be for a period of nine months and eighteen days from and after September 13th, 1931, to-wit, to and including the 30th day of June, 1932.

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 and Assessment for Kensington Manor Lighting District No. 1", filed July 27, 1931 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 SIX AND 85/100 DOLLARS (\$106.85) as follows: Nine monthly warrants duly and properly drawn upon the Kensington Manor Lighting District No. 1 Fund of said City, each of said monthly warrants to be drawn for the sum of \$11.13, and one warrant for the sum of \$6.68, to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of ONE HUNDRED SIX AND 85/100 DOLLARS (\$106.85) 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 ONE HUNDRED SIX AND 85/100 DOLLARS (106.85).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, 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

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

THE CITY OF SAN DIEGO
By L. C. MAIRE
A. STAHEL JR.,
IRA S. IREY
Members of the Common Council

I hereby approve the form of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D. Cons. G. & E. Co for current on Kensington Manor Lighting District No. 1. Being Document no. 272467.

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 THIRTEEN DOLLARS (\$13.00), lawful money of the United States of America, to be paid to said the City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 1931.

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 line of the City of San Diego; and SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of 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 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 W. F. RABER

Principal

(SEAL) ATTEST:
M. B. FOWLER

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 24th day of October, in the year nineteen hundred thirty-one 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 draft of the foregoing Undertaking this 27 day of Oct., 1931.

C. L. BYERS, City Attorney.
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57355 passed and adopted on the 13th day of October, 1931, require and fix the sum of \$51.70 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

KENSINGTON MANOR LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on 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. Such furnishing of maintenance and repair of appliances shall be for a period of nine months and eighteen days from and after September 13th, 1931, to-wit, to and including the 30th day of June, 1932.

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 and Assessment for Kensington Manor Lighting District No. 1", filed July 27, 1931 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 \$51.70 as follows: Nine (9) monthly warrants duly and properly drawn upon the Kensington Manor Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$5.37, and one warrant for the sum of \$3.37, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of FIFTY-ONE AND 70/100 DOLLARS (\$51.70) 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 FIFTY-ONE AND 70/100 DOLLARS (\$51.70).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the 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 L. C. MAIRE

A. STAHEL, JR.,

IRA S. IREY

Members of the Common Council

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

I hereby approve the draft of the foregoing Contract, this 27 day of Oct., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the S. D. Cons. G. & E. Company and the City of San Diego for maintenance on Kensington Manor Lighting District No. 1. Being Document No. 272468.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That J. R. TOWNSEND COMPANY, INC, 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 THOUSAND THREE HUNDRED NINETY-DOLLARS (\$2,390.00), 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 31st day of October, 1931.

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 8 - 1-1/2-2 ton trucks, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J. R. TOWNSEND CO., INC. Principal

GEORGE F. GENTER, Sec.

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

On this 31st day of October, 1931, before me, R. L. Paine a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEORGE F. GENTER known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my Office in the 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 Expires,
Jan. 12, 1934.

GREAT AMERICAN INDEMNITY COMPANY, Surety

By L. McCAGG

By E. V. WINNEK

Attorneys-in-fact.

(SEAL)

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

On this 31st day of October in the year one thousand nine hundred and thirty-one, 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. V. Winnek 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
Jan. 12, 1934.

I hereby approve the form of the within Bond, this 31st day of October, 1931.

C. L. BYERS, 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 2d day of November, 1931.

J. V. ALEXANDER

A. STAHEL JR.,

L. C. MAIRE

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 2nd day of November, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. R. TOWNSEND 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 and deliver to said City:

8 - 1-1/2 to 2-ton trucks, in accordance with the following specifications:

Tires 10-ply high pressure pneumatics, duals in the rear, minimum X sec. 6"; length of frame back of cab 12 feet; rear axle back of cab 6' 9" min. 7' 3" max. full floating; enclosed cab; 6 cylinder motor; minimum of 4 main bearings; electric lights and starter; speedometer; equipped with overload springs; drive shaft not to be lengthened to obtain longer wheelbase without placing proper bearings.

Said Contractor guarantees the performance, design, material and workmanship of the above described equipment for a period of one year from and after delivery; and agrees to replace, without charge to the City, all defective parts for a period of one year occasioned by defects in manufacture and shipment of said equipment.

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

The sum of NINE THOUSAND, FIVE HUNDRED SIXTY DOLLARS (\$9,560.00).

Said contractor agrees to begin delivery of said material within five 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:

Upon complete delivery of said equipment, 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 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 is will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing said execution, and the said contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By J. V. ALEXANDER

A. STAHEL JR.,

L. C. MAIRE

IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

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

J. R. TOWNSEND CO., INC, Contractor
GEORGE F. GENTER, Sec.

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

On this 31st day of October, 1931, before me, R. L. Paine a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared George F. Genter known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the 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 Expires,
Jan. 12, 1934.

I hereby approve the form of the foregoing contract, this 31st day of October, 1931.

C. L. BYERS, 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 between J. R. Townsend and the City of San Diego. Being Document No. 272518.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadley 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 THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS (\$3,627.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of October, 1931.

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, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, SEVENTH AVENUE, EIGHTH AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, TWELFTH AVENUE, SIXTEENTH STREET, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, MARKET STREET, IMPERIAL AVENUE and NATIONAL AVENUE, within the limits particularly described in Resolution of Intention No. 56939, adopted by Common Council July 27, 1931, 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, 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 30th day of October, in the year nineteen hundred thirty-one 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 2nd day of Nov., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57423 passed and adopted on the 26th day of October, 1931, require and fix the sum of \$3,627.00 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
SAN DIEGO LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

INDIA STREET, between Ivy Street and Broadway;
COLUMBIA STREET, between Beech Street and Broadway;
STATE STREET, between Elm Street and Broadway;
UNION STREET, between B Street and Broadway;
FRONT STREET, between B Street and Broadway;
FIRST AVENUE, between Beech Street and Broadway;
SECOND AVENUE, between B Street and Broadway;
THIRD AVENUE, between A Street and Market Street;
FOURTH AVENUE, between Ivy Street and Market Street;
FIFTH AVENUE, between Laurel Street and K Street;
SIXTH AVENUE, between A Street and Island Avenue;
SEVENTH AVENUE, between Beech Street and F Street;
EIGHTH AVENUE, between Beech Street and Market Street;
NINTH AVENUE, between B Street and Market Street;
TENTH AVENUE, between B Street and Market Street;
ELEVENTH AVENUE, between B Street and Market Street;
TWELFTH AVENUE, between Russ Boulevard and Imperial Avenue;
SIXTEENTH STREET, between C Street and the south line of Sherman's Addition;
The north side of ASH STREET, between Seventh Avenue and Eighth Avenue;
A STREET, between India Street and Eighth Avenue;
B STREET, between Kettner Boulevard and Twelfth Avenue;
C STREET, between India Street and Twelfth Avenue;
BROADWAY, between Atlantic Street and Sixteenth Street;
E STREET, between India Street and Sixteenth Street;
F STREET, between Columbia Street and 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 Sixteenth Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street;
NATIONAL AVENUE, between Twelfth Avenue and Sixteenth Street;

Such furnishing of maintenance and repair of appliances shall be for a period of nine months and eighteen days from and after September 13th, 1931, to-wit, to and including June 30th, 1932.

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 and Assessment for San Diego Lighting District No. 1", filed July 27, 1931 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 FOURTEEN THOUSAND FIVE HUNDRED SEVEN AND 77/100 DOLLARS (\$14,507.77), as follows: Nine (9) monthly warrants duly and properly drawn upon the San Diego Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$1511.22, and one warrant for the sum of \$906.79, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of Fourteen Thousand, Five Hundred Seven and 77/100 Dollars (\$14,507.77) 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 Fourteen Thousand, Five Hundred Seven and 77/100 Dollars (\$14,507.77).

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 A. STAHEL JR.,
L. C. MAIRE
IRA S. IREY
Members of the Common Council.

I Hereby Approve the draft of the foregoing Contract, this 2nd day of Nov., 1931.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between S.D.Cons. G. & E. Co. and the City of San Diego. Being Document No. 272541.

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

By August M. Henderson 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 TEN THOUSAND ONE HUNDRED FORTY DOLLARS (\$10,140.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of October, 1931.

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, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, SEVENTH AVENUE, EIGHTH AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, TWELFTH AVENUE, SIXTEENTH STREET, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, MARKET STREET, IMPERIAL AVENUE and NATIONAL AVENUE, within the limits particularly described in Resolution of Intention No. 56939, adopted by Common Council July 27, 1931, 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, 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 30th day of October, in the year nineteen hundred thirty-one 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. Salmon, 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 2nd day of Nov., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57422 passed and adopted on the 26th day of October, 1931, require and fix the sum of \$10,140.00 as the perialasum 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 (current)

THIS AGREEMENT, made and entered into this 2nd day of November, 1931, 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 Ivy Street and Broadway;
 COLUMBIA STREET, between Beech Street and Broadway;
 STATE STREET, between Elm Street and Broadway;
 UNION STREET, between B Street and Broadway;
 FRONT STREET, between B Street and Broadway;
 FIRST AVENUE, between Beech Street and Broadway;
 SECOND AVENUE, between B Street and Broadway;
 THIRD AVENUE, between A Street and Market Street;
 FOURTH AVENUE, between Ivy Street and Market Street;
 FIFTH AVENUE, between Laurel Street and K Street;
 SIXTH AVENUE, between A Street and Island Avenue;
 SEVENTH AVENUE, between Beech Street and F Street;
 EIGHTH AVENUE, between Beech Street and Market Street;
 NINTH AVENUE, between B Street and Market Street;
 TENTH AVENUE, between B Street and Market Street;
 ELEVENTH AVENUE, between B Street and Market Street;
 TWELFTH AVENUE, between Russ Boulevard and Imperial Avenue;
 SIXTEENTH STREET, between C Street and the south line of Sherman's Addition;
 The north side of ASH STREET, between Seventh Avenue and Eighth Avenue;
 A STREET, between India Street and Eighth Avenue;
 B STREET, between Kettner Boulevard and Twelfth Avenue;
 C STREET, between India Street and Twelfth Avenue;
 BROADWAY, between Atlantic Street and Sixteenth Street;
 E STREET, between India Street and Sixteenth Street;
 F STREET, between Columbia Street and 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 Sixteenth Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street;
 NATIONAL AVENUE, between Twelfth Avenue and Sixteenth Street;

Such furnishing of electric current shall be for the period of nine months and eighteen days from and after September 13th, 1931, to-wit, to and including June 30th, 1932.

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 and Assessment for San Diego Lighting District No. 1", filed July 27, 1931 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 Forty Thousand Five Hundred Fifty-four and 82/100 Dollars (\$40,554.82), as follows: Nine (9) monthly warrants duly and properly drawn upon the San Diego Lighting District No. 1 Fund of said City, each of said monthly warrants to be drawn for the sum of \$4224.45, and one warrant for the sum of \$2534.77, to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty Thousand, Five Hundred Fifty-four and 82/100 Dollars (\$40,554.82) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Forty Thousand, Five Hundred Fifty-Four and 82/100 Dollars (\$40,554.82).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the 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 A. STAHEL JR.,
 L. C. MAIRE
 IRA S. IREY
 Members of the Common Council

I hereby approve the draft of the foregoing Contract, this 2nd day of Nov., 1931.
 C. L. BYERS, City Attorney
 By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D. Cons. G & E. Co. for S.D. Lighting Dist. #1, current. Being Document No. 272542.

ALLEN H. WRIGHT
 City Clerk of the City of San Diego, California.
 By *August M. Wadstrom* 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 Ninety Five Dollars (\$95.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of November, 1931.

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.

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

Principal

(SEAL) ATTEST:

M. B. FOWLER

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 November, in the year nineteen hundred thirty-one 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. Salmon, 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 9th day of Nov., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57427 passed and adopted on the 26th day of October, 1931, require and fix the sum of \$95.00 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 16th day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on the following street in the City of San Diego, California, to-wit: ADAMS AVENUE, between Boundary Street and 36th Street.

Such furnishing of maintenance and repair of appliances shall be for a period of 9 months and 18 days from and after November 10, 1931, to-wit, to and including August 27, 1932.

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 and Assessment for Adams Avenue Lighting District No. 1", filed August 10, 1931 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 Seventy-six and 68/100 Dollars (\$376.68), as follows: Nine (9) monthly warrants duly and properly drawn upon the Adams Avenue Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$39.21, and one warrant for the sum of \$23.79, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Seventy-six and 68/100 Dollars (\$376.68) 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 Three Hundred Seventy-six and 68/100 Dollars (\$376.68).

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 A. STAHEL JR.,
L. C. MAIRE
IRA S. IREY
Members of the Common Council

I hereby approve the draft of the foregoing Contract, this 9th day of Nov., 1931.
C. L. BYERS, City Attorney.
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract bet. the S.D.Cons. G & E. Co. and the City of San Diego. Being Document No. 272697.
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 Two Hundred Six Dollars (\$206.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of November, 1931.

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 fully 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, Surety
By FRANK A. SALMONS
Resident Vice-President

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

On this 7th day of November, in the year nineteen hundred thirty-one, 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. Salmon, 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.

(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 Nov., 1931.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57426 passed and adopted on the 26th day of October, 1931, require and fix the sum of \$206.00 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.
(current)

THIS AGREEMENT, made and entered into this 16th day of November, 1931, 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.

Such furnishing of electric current shall be for a period of 9 months and 18 days from and after November 10, 1931, to-wit, to and including August 27, 1932.

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 and Assessment for Adams Avenue Lighting District No. 1", filed August 10, 1931, 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 TWENTY-TWO AND 53/100 DOLLARS (\$822.53) as follows: Nine (9) monthly warrants duly and properly drawn upon the Adams Avenue Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$85.68, and one warrant for the sum of \$51.41, to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Eight Hundred Twenty-two and 53/100 Dollars (\$822.53) 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 Eight Hundred Twenty-two and 53/100 Dollars (\$822.53).

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 A. STAHEL JR.,
L. C. MAIRE
IRA S. IREY

Members of the Common Council

(SEAL) ATTEST:

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

I hereby approve the draft of the foregoing Contract, this 9th day of Nov., 1931.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S. D. Cons. G. & E. Co., on Adams Avenue Lighting Dist. #1. Being Document No. 272698.

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 THREE HUNDRED FORTY-NINE DOLLARS (\$349.00), lawful money of the United States of America, to be paid to said the City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of November, 1931.

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 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, 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, 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 November, in the year nineteen hundred thirty-one, 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 9th day of Nov., 1931.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57424 passed and adopted on the 26th day of October, 1931, require and fix the sum of \$349.00 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
(Current)

THIS AGREEMENT, made and entered into this 16th day of November, 1931, 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.

Such furnishing of electric current shall be for the period of 9 months and 18 days from and after October 26, 1931 to and including August 13, 1932.

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 and Assessment for Ocean Beach Lighting District No. 1", filed August 3, 1931 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 Three Hundred Ninety-three and 63/100 Dollars (\$1393.63), as follows: Nine (9) monthly warrants duly and properly drawn upon the Ocean Beach Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$145.14, and one warrant for the sum of \$87.37, to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Three Hundred Ninety-three and 63/100 Dollars (\$1393.63) 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 One Thousand Three Hundred Ninety-three and 63/100 Dollars (\$1393.63).

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 A. STAHEL JR.,

L. C. MAIRE

IRA S. IREY

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the draft of the foregoing Contract, this 9th day of Nov., 1931.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Cons. Gas & Elect. Co. for Ocean Beach Lighting District #1. Being Document No. 272699.

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-NINE DOLLARS (\$169.00), lawful money of the United States of America, to be paid to said the City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of November, 1931.

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 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, 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, 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 November, in the year nineteen hundred thirty-one, 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.

(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 9 day of Nov., 1931.

C. L. BYERS, City Attorney.
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57425 passed and adopted on the 26th day of October, 1931, require and fix the sum of \$169.00 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 16th day of November, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for 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.

Such furnishing of maintenance and repair of appliances shall be for a period of 9 months and 18 days from and after October 26, 1931 to and including August 13, 1932.

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 and Assessment for Ocean Beach Lighting District No. 1", filed August 3, 1931 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 Seventy-three and 81/100 Dollars (\$673.81) as follows: Nine (9) monthly warrants duly and properly drawn upon the Ocean Beach Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$70.17, and one warrant for the sum of \$42.23, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of Six Hundred Seventy-three and 81/100 dollars (\$673.81) 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 Six Hundred Seventy-three and 81/100 Dollars (\$673.81).

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: SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
M. B. FOWLER By W. F. RABER

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

THE CITY OF SAN DIEGO.
By A. STAHEL JR.,
L. C. MAIRE
IRA S. IREY
Members of the Common Council

I hereby approve the draft of the foregoing Contract, this 9th day of Nov., 1931.
 C. L. BYERS, City Attorney
 By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Cons.Gas & Elect. Co. for Ocean Beach Lighting District No. 1 maintenance. Being Document No. 272700.

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 15th day of October, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City pursuant to Ordinance No. 13305 of the ordinances of said City, approved September 24th, 1931, as Lessor, and Hartley J. Stackhouse, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the point of intersection of the northwesterly line of Palm Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was determined by the Superior Court in that certain action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 77.60 feet to a point on a curve concave to the southwest, having a radius of 2137.5 feet, the center of which bears south 54°09'05" west; thence northwesterly along the arc of said curve an arc distance of 23.16 feet to the point of its beginning; thence northwesterly on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 101.84 feet to a point; thence northeasterly on a line parallel to and distant 125 feet northwesterly from the southwesterly prolongation of the northwesterly line of Palm Street a distance of 74.55 feet to a point on the said mean high tide line of the Bay of San Diego; thence southeasterly following along the said mean high tide line of the Bay of San Diego to the point or place of beginning, containing 9402 square feet, or 0.2135 acres.

That said leased premises as hereinabove described are further shown on the plat attached to this lease, and marked "Exhibit A."

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee for the period of twenty (20) years beginning on the 15th day of October, 1931, and ending on the 14th day of October, 1951, unless sooner terminated as herein provided.

The rentals herein reserved to be paid by said Lessee are as follows:

For the first five year period of said term, four (4) cents per square foot per year;

For the second five year period of said term, six (6) cents per square foot per year;

For the third five year period of said term, eight (8) cents per square foot per year;

For the fourth five year period of said term, ten (10) cents per square foot per year;

Said rentals shall be payable in equal monthly installments in advance on the first day of each and every month during the term of said lease.

The Common Council of said City and the Harbor Commission of said City and the people of said City hereby reserve the right and privilege to annul, change or modify this lease if and when the leased property shall become needed for public use, 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 annulment, change or modification; provided, further, that if the occupancy of said premises hereunder shall at any time interfere with the carrying out of the official Harbor Plan in that section of the tide lands where said premises are located, this lease may be terminated and cancelled by The City of San Diego, or by the Harbor Commission, without expense or damage to said City, and in this connection the Lessee expressly consents to such termination and cancellation and hereby waives any claim for damages or compensation resulting from such termination, other than compensation for the actual value of buildings, structures and physical improvements as hereinabove provided.

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 following, to-wit:

(1) That the demised premises shall be used only and exclusively for the purpose of erecting, conducting, constructing and maintaining thereon a gasoline or oil service station, and/or a market, and/or any other commercial use, with the exception of a cafe or restaurant,

which may meet with the approval of the Harbor Commission of said City, not inconsistent with the laws under which said leased land is held by said City; together with the right to construct such building or buildings as may be necessary or convenient for carrying on any such business.

(2) That all plans for buildings, structures and other improvements, and all buildings, structures and other improvements, to be erected or placed upon said premises, shall comply with the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission. That at no time during the life of this lease shall billboards be erected or maintained on said leased premises.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee, if it shall not be in default in payment of any portion of the rents herein reserved, may remove promptly any and all structures erected by it on said premises, at its own cost and expense; but if the same shall not be removed within such reasonable time as the Lessor shall designate, then they shall become the property of the Lessor without cost or charge.

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

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by him under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder, and the said Lessee shall forthwith remove from said premises and shall have no further right or claim thereto or interest therein; and that the City shall immediately thereupon, without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder. Said Lessee in accepting this lease hereby acknowledges the right of said City so to do.

(6) This lease shall not be assignable without the consent of the Common Council of The City of San Diego evidenced by ordinance duly adopted; and no portion of said leased premises shall be underlet or sublet without the written consent of said Harbor Commission first had and obtained.

(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 therein are made a part of this lease, with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that he will in all respects abide by all such laws; and further, that he will in the use and occupancy of said leased premises and in all business conducted thereon strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and hereafter amended or enacted, applicable thereto.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, thereunto duly authorized by Ordinance No. 13305 of the ordinances of said City, 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: RUFUS CHOATE
R. H. VAN DEMAN
FREDERICK OPP

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

HARTLEY J. STACKHOUSE

Lessee

I hereby approve the draft of the foregoing Lease, this 15th day of October, 1931.

(S E A L)

C. L. BYERS, City Attorney
H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland's Lease with Hartley J. Stackhouse. Being Document No. 272922,

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California
By *August M. Hadstrom* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That R. A. FLOYD ENGINEERING CONSTRUCTION COMPANY, as Principal and PUBLIC INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of November, 1931.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to construct a concrete retaining wall on TORREY PINES ROAD, east of Boulevard Place, in the City of San Diego, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

R. A. FLOYD ENGINEERING CONSTRUCTION COMPANY
By: R. A. FLOYD, President,

ATTEST:
E. F. POKRANT

PUBLIC INDEMNITY COMPANY,
By: ESTELLE POKRANT, Principal
Surety

(SEAL)

Attorney in Fact

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 20th day of November in the year one thousand nine hundred and thirty-one, before me, ERMA M. ROBERTSON a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared, ESTELLE POKRANT known to me to be the duly authorized Attorney-in-Fact of PUBLIC 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 ESTELLE POKRANT acknowledged to me that she subscribed the name of PUBLIC INDEMNITY COMPANY, thereto as principal, and 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.

(S E A L)

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

I hereby approve the form of the within Bond this 21st day of November 1931.

C. L. BYERS, 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 23rd day of November, 1931.

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

A. STAHEL, JR.
J. V. ALEXANDER
L. C. MAIRE
J. J. RUSSO
IRA S. IREY

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That R. A. FLOYD ENGINEERING CONSTRUCTION COMPANY as Principal, and PUBLIC INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract herein-after mentioned in the sum of Five Hundred Dollars (\$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 20th day of November, 1931.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part therein, and the above named R. A. FLOYD ENGINEERING 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 the construction of a concrete retaining wall on TORREY PINES ROAD, east of Boulevard Place, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 272431, and for the contract price set forth in the contract therefor.

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:

(S E A L)

R. A. FLOYD ENGINEERING CONSTRUCTION COMPANY
BY: R. A. FLOYD, President, Principal

(S E A L) ATTEST:
E. F. POKRANT

PUBLIC INDEMNITY COMPANY,
By: ESTELLE POKRANT, Surety
Attorney in Fact.

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 20th day of November in the year one thousand nine hundred and thirty-one, before me, ERMA M. ROBERTSON, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn personally appeared ESTELLE POKRANT known to me to be the duly authorized Attorney-in-Fact, of PUBLIC 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 ESTELLE POKRANT acknowledged to me that she subscribed the name of PUBLIC 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.

(S E A L)

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

142977661

I hereby approve the form of the within Bond, this 21st day of November, 1931.

C. L. BYERS, 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 23rd day of November, 1931.

A. STAHEL, JR.
J. V. ALEXANDER
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council

(S E A L) 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 20th day of November, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. A. FLOYD ENGINEERING CONSTRUCTION COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The construction of a concrete retaining wall on TORREY PINES ROAD, east of Boulevard Place, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 272431.

The contractor agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Public Works Wage Rate Act of the State of California (Statutes of 1931, Chapter 397); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than said specified rate for any work done under this contract by the contractor, or by any subcontractor.

Classification

Wage

Blade Men	\$ 5.50	per diem
Carpenters.....	9.00	" "
Cement Finishers.....	7.00	" "
Concrete Cement Dumpers	5.50	" "
Concrete Finishers	7.00	" "
Concrete Finishers' Helpers	6.00	" "
Concrete Spreaders	5.00	" "
Concrete Tampers	5.00	" "
Concrete Mixing Machine Operators	9.00	" "
Header Board Setters	5.50	" "
Laborers, Common	5.00	" "
Laborers, Cement	5.00	" "
Mortar Men	5.00	" "
House Smith, reinforced concrete	8.00	" "
Truck Drivers	6.00	" "
Blacksmith	8.00	" "
Blacksmith's Helper	5.00	" "
Engineers, tractors over 50 H. P.....	8.00	" "
Engineers, tractors under 50 H. P.....	8.00	" "
Engineers, rollers	9.00	" "
Engineers, mixers	10.00	" "
Auto Mechanics.....	8.00	" "
Any classification omitted herein, not less than	5.00	" "
Overtime, double the above rates.		
Sundays and legal holidays, double the above rates.		

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 DOLLARS (\$1,000.00).

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 ONE THOUSAND DOLLARS (\$1,000.00). 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 percent (85%) of the said contract price shall be paid said contractor, and fifteen percent (15%) of the whole contract price, and of the work so performed, shall remain unpaid until the expiration of thirty-five 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 first been obtained.

Said contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further that it will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work, by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Common Council, the said contractor will repair or replace such damage at its own cost and expense.

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

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

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability and covering allemployees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any 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 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.

The contractor further agrees that he will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Statutes of 1931, Chapter 398); and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the contractor or by any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the contractor hereby expressly agrees that no labor other than citizens of the City of San Diego shall be employed on all construction work contemplated by 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 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: A. STAHEL, JR.
J. V. ALEXANDER
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council

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

(S E A L) ATTEST:
E. F. POKRANT

R. A. FLOYD ENGINEERING CONSTRUCTION CO.
BY: R. A. FLOYD, President

I hereby approve the draft of the foregoing contract this 21st day of November, 1931

C. L. BYERS, 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 R. A. Floyd Engineering Construction Co. for Retaining Wall on Torrey Pines Road. Being Document No. 272960.

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 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 2nd day of December, 1931.

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, 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 F. W. STEARNS, Vice-Pres.

(SEAL) ATTEST:
M. B. FOWLER

Principal

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

(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 2nd day of December, in the year nineteen hundred thirty-one, 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.

(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 3rd day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 57567 passed and adopted on the 18th day of November, 1931, 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 ROSEVILLE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 7th day of December, 1931, 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; and WILLOW STREET between Udal Street and Yonge Street.

Such furnishing of electric current shall be for a period of 9 months and 18 days from and after December 27, 1931, to-wit, to and including October 14, 1932.

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 and Assessment for Roseville Lighting District No. 1," filed August 17, 1931 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 Ninety-nine and 01/100 Dollars (\$499.01) as follows: Nine monthly warrants duly and properly drawn upon the Roseville Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$51.90 per month, and one warrant for the sum of \$31.91 to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Four Hundred Ninety-nine and 01/100 Dollars (\$499.01) 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 Four Hundred Ninety-nine and 01/100 Dollars (\$499.01).

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: F. W. STEARNS, Vice-Pres.

THE CITY OF SAN DIEGO

BY: A. STAHEL, JR.
L. C. MAIRE
IRA S. IREY

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

Members of the Common Council

I hereby approve the draft of the foregoing Contract, this 3rd day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company on Roseville L. D. No. 1, current. Being Document No. 273124.

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 FIFTY-SIX DOLLARS (\$56.00) 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 2nd day of December, 1931.

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, 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 F. W. STEARNS, Vice-Pres.

Principal

(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 2nd day of December, in the year nineteen hundred thirty-one, 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.

(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 3rd day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 57568 passed and adopted on the 18th day of November, 1931, require and fix the sum of \$56.00 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 ROSEVILLE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 7th day of December, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for 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; and
WILLOW STREET, between Udal Street and Yonge Street.

Such furnishing of maintenance and repair of appliances shall be for a period of 9 months and 18 days from and after December 27, 1931, to-wit, to and including October 14, 1932.

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 and Assessment for Roseville Lighting District No. 1," filed August 17, 1931, 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 Twenty-two and 74/100 Dollars (\$222.74) as follows: Nine monthly warrants duly and properly drawn upon the Roseville Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$23.30 per month, and one warrant for the sum of \$13.04 to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Twenty-two and 74/100 Dollars (\$222.74) 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 Two Hundred Twenty-two and 74/100 Dollars (\$222.74).

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 ex-

penses 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: F. W. STEARNS, Vice-Pres.

THE CITY OF SAN DIEGO

By: AL. STAHEL, JR.
L. C. MAIRE
IRA S. IREY
Members of the Common Council

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

I hereby approve the draft of the foregoing Contract, this 3rd day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company on Roseville Lighting District No. 1 maintenance. Being Document No. 273125.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By: *August M. Hadley* 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 ELEVEN DOLLARS (\$111.00) 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 2nd day of December, 1931.

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; 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By: F. W. STEARNS, Vice-Pres.

(SEAL) ATTEST:
M. B. FOWLER

Principal

(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 2nd day of December, in the year nineteen hundred thirty-one, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California residing herein, 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 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 3rd day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 57565 passed and adopted on the 18th day of November, 1931, require and fix the sum of \$111.00 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 7th day of December, 1931, 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;

26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue.

Such furnishing of electric current shall be for a period of one year from and after November 16, 1931, to-wit: to and including November 15, 1932.

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 and Assessment for Logan Lighting District No. 1," filed August 20, 1931, 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 Fifty-two and 80/100 Dollars (\$352.80) 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 "Logan Avenue Lighting District No. 1 Fund." 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-eight and 20/100 Dollars (\$88.20) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Fifty-two and 80/100 Dollars (\$352.80) 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 Three Hundred Fifty-two and 80/100 (\$352.80).

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 Eighty-eight and 20/100 Dollars (\$88.20), 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.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By: F. W. STEARNS, Vice-Pres.

THE CITY OF SAN DIEGO

By: A. STAHEL, JR.
J. V. ALEXANDER
L. C. MAIRE
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 3rd day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company on Logan Avenue Lighting District No. 1, current. Being Document No. 273126.

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 FIFTY-SEVEN DOLLARS (\$57.00), 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 2nd day of December, 1931.

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; 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:
M. B. FOWLER

By: F. W. STEARNS, Vice-Pres.

Principal

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:
PAUL WOLCOTT

By: FRANK A. SALMONS

Resident Vice-President

Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 2nd day of December, in the year nineteen hundred thirty-one, 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 3rd day of December, 1931.

C. L. BYERS, City Attorney

By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 57566 passed and adopted on the 18th day of November, 1931, require and fix the sum of \$57.00 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
LOGAN AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 7th day of December, 1931, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for 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;

26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue.

Such furnishing of maintenance and repair of appliances shall be for a period of one year from and after November 16, 1931, to-wit, to and including November 15, 1932.

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 and Assessment for Logan Avenue Lighting District No. 1," filed August 20, 1931 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 Seventy-nine and 52/100 Dollars (\$179.52) in twelve equal monthly installments, drawn upon that certain special

fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Forty-four and 88/100 Dollars (\$44.88) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And it is further mutually agreed that no part or portion of said sum of One Hundred Seventy-nine and 52/100 Dollars (\$179.52) 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 One Hundred Seventy-nine and 52/100 Dollars (\$179.52).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Forty-four and 88/100 Dollars (\$44.88), 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: F. W. STEARNS, Vice-Pres.

THE CITY OF SAN DIEGO

By: A. STAHEL, JR.
LOUIS C. MAIRE
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 3rd day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company on Logan Avenue Lighting District No. 1, maintenance, Being Document 273127.

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

ACCEPTANCE BY LESSEE OF EXTENDED TERM OF LEASE

KNOW ALL MEN BY THESE PRESENTS: That, I, OLIVER SEXSON, the lessee named in that certain lease granted by The City of San Diego, dated December 9th, 1929, being official Document No. 251595, in the files of the City Clerk of said City, do hereby accept the extension of the term of said lease for a period of three (3) years ending November 13th, 1935, as provided by Ordinance No. 13344 of the ordinances of said City; and in consideration of such extension I do hereby agree to be bound by all of the terms and conditions of said lease during said extended term thereof, pursuant to the provisions of said Ordinance No. 13344.

WITNESS my hand this 4th day of December, 1931.

WITNESS:
W. E. STEVENS

O. V. SEXSON

I hereby approve the form of the foregoing Acceptance this 4th day of December, 1931.

C. L. BYERS, 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 Acceptance of extension of lease by O. V. Sexson. Being Document No. 273152.

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

ACCEPTANCE BY LESSEE OF EXTENDED TERM OF LEASE

KNOW ALL MEN BY THESE PRESENTS; That I, O. V. SEXSON, the lessee named in that certain lease granted by The City of San Diego, dated April 1st, 1929, being official Document No. 240521, in the files of the City Clerk of said City, do hereby accept the extension of the term of said lease for a period of three (3) years ending March 5, 1935, as provided by Ordinance No. 13343 of the ordinances of said City; and in consideration of such extension I do hereby agree to be bound by all of the terms and conditions of said lease during said extended term thereof, pursuant to the provisions of said Ordinance No. 13343.

WITNESS my hand this 4th day of December, 1931.

O. V. SEXSON

WITNESS:
W. E. STEVENS

I hereby approve the form of the foregoing Acceptance this 4th day of December, 1931.

C. L. BYERS, 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 Acceptance of extension on lease with O. V. Sexson. Being Document No. 273153.

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 SEVENTY-TWO DOLLARS (\$72.00) 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 4th day of December, 1931.

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 CRESENTIA DRIVE, for its entire length; and SAN REMO WAY, for its entire length, 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: F. W. STEARNS, Vice-Pres.

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 4th day of December, in the year nineteen hundred thirty-one, 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 5th day of December, 1931.

C. L. BYERS, City Attorney

By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego, did by Resolution No. 57605 passed and adopted on the 30th day of November, 1931, require and fix the sum of \$72.00 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 7th day of December, 1931, 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 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 CRESENTIA DRIVE, for its entire length; and

SAN REMO WAY, for its entire length.

The furnishing of such electric current shall be for a period of one year from and after November 25, 1931, to-wit, to and including November 24, 1932.

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 and Assessment for La Playa Lighting District No. 1," filed August 24, 1931 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-seven and 02/100 Dollars (\$57.02) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Twenty-eight and 10/100 Dollars (\$228.10) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Playa Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Twenty-eight and 10/100 Dollars (\$228.10) 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 Two Hundred Twenty-eight and 10/100 Dollars (\$228.10).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Fifty-seven and 02/100 Dollars (\$57.02), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By: F. W. STEARNS, Vice-Pres.

THE CITY OF SAN DIEGO

By: A. STAHEL, JR.
L. C. MAIRE
IRA S. IREY

Members of the Common Council

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

I hereby approve the draft of the foregoing Contract this 5th day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Co. on La Playa Lighting District No. 1, current. Being Document No. 273167.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By: August M. Hadston 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 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-TWO DOLLARS (\$42.00) 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 4th day of December, 1931.

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

EXISTING UNDER AND BY VIRTUE OF

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 CRESENTIA DRIVE, for its entire length; and SAN REMO WAY, for its entire length, 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: F. W. STEARNS, Vice-Pres.
Principal

(SEAL) ATTEST:
PAUL WOLCOTT
Resident Assistant Secretary

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 4th day of December, in the year nineteen hundred thirty-one, 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.

(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 5th day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 57604 passed and adopted on the 30th day of November, 1931, require and fix the sum of \$42.00 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 LA PLAYA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 7th day of December, 1931, 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 the maintenance and repair of the posts, poles, wires, conduits and lamps, together with other necessary works and appliances for lighting purposes, 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 CRESENTIA DRIVE, for its entire length; and SAN REMO WAY, for its entire length.

Such furnishing of maintenance and repair of appliances shall be for a period of one year from and after November 25, 1931, to-wit, to and including November 24, 1932.

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 and Assessment for La Playa Lighting District No. 1," filed August 24, 1931 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 Thirty-two and 88/100 Dollars (\$32.88) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Hundred Thirty-one and 52/100 Dollars (\$131.52) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Playa Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of One Hundred Thirty-one and 52/100 Dollars (\$131.52) 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 One Hundred Thirty-one and 52/100 Dollars (\$131.52).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Thirty-two and 88/100 Dollars (\$42.88), 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: F. W. STEARNS, Vice-Pres.

THE CITY OF SAN DIEGO

By: A. STAHEL, JR.
L. C. MAIRE
IRA S. IREY

Members of the Common Council

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

I hereby approve the draft of the foregoing Contract, this 5th day of December, 1931.

C. L. BYERS, City Attorney
By: M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Co. on La Playa Lighting District No. 1, maintenance. Being Document No. 273168.

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 23rd day of November, 1931, 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 B. G. CARROLL, 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, said bids were opened by the Purchasing Department of the City of San Diego, on November 13th, 1931, at the hour of 11 o'clock A.M., all bids received pursuant to such notice, including the bid of said B. G. CARROLL 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 November 16, 1931 at the hour of 10:00, a contract was awarded to said B. G. CARROLL for the construction of cement pavement on portions of Atlantic Street 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:

C O N T R A C T

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct and complete approximately 62,276 square feet of cement concrete pavement, as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefore the sum of Sixteen and 59/100 (\$0.1659) per square foot.

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 shall commence work within 15 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-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.

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, not 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 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, 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 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 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, 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) 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 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 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 in the performance of the work provided for in this contract he will conform to and abide by all the requirements and provisions of the Public Works Wage Rate Act of the State of California, approved May 25, 1931, (Statutes of 1931, Chapter 397), and amendments thereto; and that he will likewise conform to and abide by all the requirements and provisions of the Public Works Alien Employment Act of the State of California, approved May 25, 1931, (Statutes of 1931, Chapter 398), and amendments thereto.

The contractor further agrees to pay to all laborers, workmen and mechanics employed in the execution of this contract not less than the per diem rate of wages hereinafter specified, for each craft or type of workman or mechanic so employed.

Craft or Type	Wage	Craft or Type	Wage
Blade men	\$ 5.50	Laborers common	\$ 5.00
Carpenters	9.00	Laborers cement	5.00
Cement finishers	7.00	Mortar men	5.00
Concrete cement dumper	5.50	Truck drivers	6.00
Concrete finishers	7.00	Blacksmith	8.00
Concrete finisher's helper	6.00	Blacksmith's helper	5.00
Concrete finishing machine operator	8.00	Engineers Tractors over 50 H. P.	8.00
Concrete spreaders	5.00	Engineers Tractors under 50 H.P.	8.00
Concrete Tampers	5.00	Engineers Rollers	9.00
Concrete Mixing plant operator	9.00	Engineers Mixers	10.00
Header Board Setters	5.50	Auto Mechanics	8.00

Legal holiday work and overtime work, double the above rates.

All persons employed in the performance of the work included within this contract shall be citizens of The City of San Diego, save and except superintendents, representatives of the contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

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
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Party of the First Part

(SEAL) ATTEST:

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

B. G. CARROLL
Contractor, Party of the Second Part.

I hereby approve the form of the foregoing Contract this 20th day of November, 1931.

C. L. BYERS, City Attorney
By: HARRY S. CLARK, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that B. G. CARROLL, as Principal, and MASSACHUSETTS BONDING & INSURANCE CO., a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the Contract herein-after mentioned, in the sum of FIVE THOUSAND ONE HUNDRED SIXTY-FIVE and EIGHTY HUNDREDTHS DOLLARS (\$5165.80), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds B. G. CARROLL, 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 Nov. 1931.

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 B. G. CARROLL, 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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct approximately 62,276 square feet of cement concrete pavement 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 THE CITY OF SAN DIEGO 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.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

(SEAL)

B. G. CARROLL, Principal
MASSACHUSETTS BONDING & INSURANCE CO.
By: HUGO A. KUEHMSTED, Attorney-in-Fact

On this 19th day of Nov. 1931, before me, C. D. MOORE, a Notary Public in and for the County of San Diego, personally appeared H. A. KUEHMSTED, 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)

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

I hereby approve the form of the within Bond, this 20th day of November, 1931.

C. L. BYERS, City Attorney
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 23rd day of November, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of Common Council

KNOW ALL MEN BY THESE PRESENTS, that B. G. CARROLL, as Principal, and MASSACHUSETTS BONDING & INSURANCE CO., a corporation organized and existing under and by virtue of the laws of the State of Massachusetts as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FIVE HUNDRED EIGHTY-TWO AND NINETY HUNDREDTHS (\$2582.90), 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 B. G. CARROLL, 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 November, 1931.

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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, and complete approximately 62,276 square feet of cement concrete pavement 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.

B. G. CARROLL, Principal

MASSACHUSETTS BONDING & INSURANCE CO. Surety
By: HUGO A. KUEHMSTED, Attorney in Fact

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 19th day of November A.D. 1931, before me, C. D. Moore, a Notary Public in and for the County of San Diego, personally appeared H. A. Kuehmsted, 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)

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

I hereby approve the form of the within Bond, this 20th day of November, 1931.

C. L. BYERS, 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 23rd day of November, 1931.

(SEAL) ATTEST:

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

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
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 B. G. CARROLL for paving portions of Atlantic Street between the northerly line of Juniper Street and the northerly line of Palm Street. Being Document No. 272923.

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 ninth day of December, 1931, 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 R. E. HAZARD CONTRACTING CO. 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, said bids were opened by the Purchasing Department of the City of San Diego, on Dec. 2, 1931 at the hour of 11 o'clock A.M., all bids received pursuant to such notice including the bid of said R. E. HAZARD CONTRACTING CO. 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 R. E. HAZARD CONTRACTING CO. for the construction of asphaltic concrete pavement on Atlantic Street 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, supplies, equipment and other expenses of every kind and description necessary for and to construct approximately 27,532 square feet of 8" asphalt concrete pavement, as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of \$1.184 per sq. ft.

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 shall commence work within 15 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) calendar days after the signing of this agreement by the City of San Diego.

4. The above time limit will be extended by the engineer if in his opinion it is necessary for the curing of the concrete pavement now under contract.

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-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.

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, not 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 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 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 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, 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) 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 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 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 in the performance of the work provided for in this contract he will conform to and abide by all the requirements and provisions of the Public Works Wage Rate Act of the State of California, approved May 25, 1931 (Statutes of 1931, Chapter 397), and amendments thereto; and that he will likewise conform to and abide by all the requirements and provisions of the Public Works Alien Employment Act of the State of California, approved May 25, 1931, (Statutes of 1931, Chapter 398), and amendments thereto.

The contractor further agrees to pay to all laborers, workmen and mechanics employed in the execution of this contract not less than the per diem rate of wages hereinafter specified, for each craft or type of workman or mechanic so employed.

Craft or Type	Wage
Asphalt Spreaders	\$5.00
" Rakers	6.00
" Crane men	9.00
" Dust men	5.50
" Feeder men	5.00
" Platform men	6.00
" Teamsters	5.00
Blademen	5.50
Carpenters	8.00
Engineers tractors over 50 H. P.	9.00
" " under 50 H. P.	8.50
" rollers, mixers, asphalt plants	9.00
Header board setters	5.50
Laborers common	5.00
Truck drivers	6.00
Auto mechanics	9.00
Blacksmiths	9.00
" helpers	5.00

Legal holiday work and overtime work, double the above rates.

All persons employed in the performance of the work included within this contract shall be citizens of The City of San Diego, save and except superintendents, representatives of the contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

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: A. STAHEL, JR.

L. C. MAIRE

IRA S. IREY

Party of the First Part

R. E. HAZARD CONTRACTING COMPANY

By: O. M. HALL, Vice-President

Contractor, Party of the Second Part

(SEAL)

(SEAL) ATTEST:

M. K. PRENDERGAST, Notary Public

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By: FRED W. SICK, Deputy

I hereby approve the form of the foregoing contract this 9th day of December, 1931.

C. L. BYERS, City Attorney

By: H. B. DANIEL, Asst. City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that R. E. HAZARD CONTRACTING CO., a California 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, 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-SIX HUNDRED AND NO/100 Dollars (\$2,600.00) lawful money of the United States, for which payment, 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 AND SEALED THIS Ninth day of December, 1931.

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, party of the first part, therein, and the above named R. E. HAZARD CONTRACTING CO. as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct approximately 27,532 square feet of asphalt concrete pavement 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 it for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such

persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics liens, which may be filed by such persons, or either of them, upon the property mentioned in said Contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

R. E. HAZARD CONTRACTING COMPANY
By: O. M. HALL, Vice-President,
Principal

(SEAL) ATTEST:
M. K. PRENDERGAST, Notary

PACIFIC INDEMNITY COMPANY
By: D. R. BECK, Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this ninth day of December in the year one thousand nine-hundred and thirty-one, before me, Margaret 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) M. K. PRENDERGAST
Notary Public in and for San Diego County, State of California

I hereby approve the form of the within Bond, this 9th day of December, 1931.

C. L. BYERS, City Attorney
By: H. B. DANIEL, Asst. City Attorney

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 14th day of December, 1931.

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

A. STAHEL, JR.
L. C. MAIRE
IRA S. IREY
Members of the Common Council

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING CO., a California Corporation, as Principal and PACIFIC INDEMNITY COMPANY, a California Corporation, 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 THIRTEEN HUNDRED and NO/100 (\$1,300.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 Ninth day of December, 1931.

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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct approximately 27,532 square feet of 8" asphalt concrete pavement 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.

R. E. HAZARD CONTRACTING CO.
By: O. M. HALL, Vice-President,
Principal

(SEAL) PACIFIC INDEMNITY CO. Surety
By: D. R. BECK, Attorney-in-Fact

(SEAL) ATTEST:
M. K. PRENDERGAST, Notary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this Ninth day of December in the year one thousand nine hundred and thirty-one, before me MARGARET 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) M. K. PRENDERGAST
Notary Public in and for San Diego County, State of California.

I hereby approve the form of the within Bond this 9th day of December, 1931.

C. L. BYERS, City Attorney
By: H. B. DANIEL, Asst. City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of December, 1931.

A. STAHEL, JR.
L. C. MAIRE
IRA S. IREY
Members of the Common Council

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with R. E. HAZARD CONTRACTING CO. for paving portions of Atlantic Street between the southwesterly prolongation of the northwesterly line of Maple Street and the Southwesterly prolongation of the northwesterly line of Palm Street. Being Document No. 273263.

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

AGREEMENT FOR MUTUAL RESCISSION OF LEASE-CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That H. E. RHOADS and F. J. HARTMAN, Lessors, and THE CITY OF SAN DIEGO, a municipal corporation, Lessee, mutually and severally revoke, rescind, cancel and annul from and after January 1st, 1932, that certain Lease-Contract heretofore entered into by and between the parties hereto, covering those certain premises known as 1049 Wall Street and 7878 Herschel Avenue, La Jolla, California, evidenced by Lease-Contract dated August 14, 1929, letter from Purchasing Department to Lessors dated May 29, 1930, exercising option for extension of Lease, and letter from Lessors to Purchasing Department dated June 21, 1930, accepting extension of lease.

IN WITNESS WHEREOF, the said Lessors have hereunto subscribed their names, 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, this 14th day of December, 1931.

H. E. RHOADS
F. J. HARTMAN
Lessors

THE CITY OF SAN DIEGO
By: A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
J. V. ALEXANDER
IRA S. IREY
Members of the Common Council

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

Lessee

I hereby approve the draft of the foregoing Agreement, this 11th day of December, 1931.

C. L. BYERS, City Attorney
By: GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Mutual Rescission of Lease Contract with H.E. Rhoads and F. J. Hartman. Being Document No. 273317.

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 14th day of December, 1931, 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 those certain store buildings known as Nos. 7876 and 7878 Herschel Avenue, 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 1st day of January, 1932 and terminating on the 1st day of January, 1935.

Yielding and paying therefor during the term thereof the sum of Sixty Dollars (\$60.00) 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 alone excepted.

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

9. That the Lessee will pay for gas and electricity consumed in the two rooms above described.

IN WITNESS WHEREOF, the said Lessors 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 said City, this 14th day of December, 1931.

H. E. RHOADS
F. J. HARTMAN, Lessors

THE CITY OF SAN DIEGO

By: A. STAHEL, JR.
L. C. MARIRE
J. J. RUSSO
J. V. ALEXANDER
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 11th day of December, 1931.

C. L. BYERS, City Attorney
By: GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with H. E. Rhoads and F. J. Hartman for police substation. Being Document No. 273316.

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

CONTRACT

THIS AGREEMENT, made and entered into this 4th day of January, 1932, 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 DALEY CORPORATION 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, said bids were opened by the Purchasing Department of the City of San Diego, on Dec. 23, 1931, at the hour of eleven o'clock A.M., all bids received pursuant to such notice including the bid of said DALEY CORPORATION 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 DALEY CORPORATION for the construction of asphaltic concrete wearing surface on Freight and Passenger Depot, Broadway Pier, 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, supplies, equipment and other expenses of every kind and description necessary for and to construct approximately 31,000 square feet of asphalt concrete wearing surface as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of SIXTEEN and EIGHT-TENTHS CENTS (\$0.168) PER SQUARE FOOT.

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 shall commence work within 17 calendar days after the signing of this agreement by the City of San Diego and shall complete said work within thirty (30) calendar days after the signing of this agreement by the City of San Diego.

The time limit will be extended by the Engineer, if in his opinion the progress of the present construction is not sufficiently advanced or weather conditions necessitate same.

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-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.

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, not 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 such 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 liability 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, 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 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 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, 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 ^{the} contract price, will be made and certified by the Engineer, ~~monthly~~ ^{at the end of the current month} 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 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 any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653-c of the Penal Code of the State of California; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed 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 (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Statutes of 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or by any sub-contractor, contrary to the provisions of said Statute for each calendar day or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required and the Contractor hereby expressly agrees that no labor other than citizens of the City of San Diego shall be employed on all construction work contemplated by this contract save and except superintendents, representatives of the Contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City of San Diego, California.

16. Said Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Public Works Wage Rate Act of the State of California (Statutes of 1931, Chapter 397) and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any sub-contractor in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than said specified rate for any work done under this contract by the Contractor, or by any subcontractor.

<u>Classification</u>	<u>Wage per diem</u>
Asphalt Spreaders	\$5.00
" Rakers	6.00
" Finishers	8.00
" Dust men	5.50
" Feeder men	5.00
" Platform men	6.00
" Plant Engineer	9.00
" Teamsters	5.00
" Crane men	9.00
Roofers	8.00
Carpenters	8.00
Header board setters	5.50
Truck Drivers	6.00
Auto Mechanics	9.00
Laborers Common	5.00
Any classification omitted herein not less than	5.00
Overtime double times the above rates	
Sundays & Holidays double times the above rates	

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
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY

Party of the First Part

(SEAL)

DALEY CORPORATION
By: G. R. DALEY, Pres.
4430 Boundary Street, San Diego, Calif.
Contractor, Party of the Second Part

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 29th day of December, 1931, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley known to me to be the President and 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) C. D. MOORE
Notary Public in and for the County of San Diego, State
My Commission expires Aug. 31, 1932. of California

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

I hereby approve the form of the foregoing Contract this 29th day of December, 1931.

C. L. BYERS, City Attorney
By: H. B. DANIEL, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that DALEY CORPORATION, as principal, and MASSACHUSETTS BONDING & INSURANCE CO., 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-SIX HUNDRED AND FOUR DOLLARS (\$2604.00) lawful money of the United States, for which payment, well and truly to be made, the said principal hereby binds DALEY CORPORATION 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 29th day of December, 1931.

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 DALEY CORPORATION, as Contractor, the party of the second part therein, which Contract is hereby referred to; and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct approximately 31,000 square feet of asphalt concrete wearing surface 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 The City of San Diego 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.

DALEY CORPORATION
By: G. R. DALEY, Pres.

Principal

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 29th day of December 1931, before me, C. D. Moore, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared G. R. Daley known to me to be the President and 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) C. D. MOORE
Notary Public in and for the County of San Diego, State
of California
My Commission expires Aug. 31, 1932.

(SEAL)

MASSACHUSETTS BONDING & INSURANCE CO.
By: HUGO A. KUEHMSTED, Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 29th day of December A. D. 1931 before me, C. D. Moore, a Notary Public in and for the County of San Diego, personally appeared H. A. Kuehmsted, 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, in the day and year first above written.

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

I hereby approve the form of the with Bond, this 29th day of December, 1931.

C. L. BYERS, 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 4th day of January, 1932.

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council

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

KNOW ALL MEN BY THESE PRESENTS, that DALEY CORPORATION, as Principal and MASSACHUSETTS BONDING & INSURANCE CO. 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 THIRTEEN HUNDRED AND TWO (\$1302.00) 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 DALEY CORPORATION successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of December, 1931.

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, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct approximately 31,000 square feet of asphalt concrete wearing surface 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.

DALEY CORPORATION
By: G. R. DALEY, President
Principal

(SEAL)

MASSACHUSETTS BONDING & INSURANCE CO.
By: HUGO A. KUEHMSTED, Attorney-in-Fact

(SEAL)

I hereby approve the form of the within Bond, this 29th day of December, 1931.

C. L. BYERS, 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 4th day of January, 1932.

J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with DALEY CORPORATION for asphaltic concrete wearing surface, freight and passenger depot at Broadway Pier. Being Document No. 273650.

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 1st day of December, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, pursuant to Ordinance No. 13359 of the ordinances of said City, as Lessor, and LAURENCE OLIVER, doing business under the name and style of HARBOR BARBER SHOP, as Lessee, WITNESSETH:

That said City does by these presents demise and lease unto the said Lessee that portion of the Harbor Administration Building located at the northeast corner of Broadway and Harbor Streets, in said City, being that certain store room therein designated as No. 1030 West Broadway, for a period of five (5) years, beginning on the first day of December, 1931, at a monthly rental during said term of forty-five dollars (\$45.00) per month, payable in advance on the first day of each and every month during said term.

At the expiration of said five-year term the Lessee shall have the right and option to renew this lease for an additional period of five (5) years, at a rental to be fixed and determined when and if said option for renewal shall be exercised.

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 legal representatives and assigns, hereby covenant and agree to and with the Lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable nor transferrable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council by ordinance duly adopted; and there is hereby reserved to the Common Council and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on such terms, reservations and conditions as are stipulated herein.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(3) That if the rent herein reserved 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 in case of a 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.

(6) That said Lessee shall pay for all electric current and gas used by him upon said premises.

(7) That said premises are to be used by said Lessee exclusively for the purpose of conducting a barber shop therein.

(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 therein are made a part of this lease with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that he will in all respects abide by all such laws; and further that he will in the use and occupancy of said leased premises, and in all business conducted therein, strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and hereafter amended or enacted applicable thereto.

(9) That the Lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the Lessor in as good condition as reasonable and proper use thereof will permit, 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 hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Lessor

By: RUFUS CHOATE
R. H. VAN DEMAN
Members of the Harbor Commission

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

LAURENCE OLIVER,
Lessee
doing business under the name and
style of HARBOR BARBER SHOP.

I hereby approve the form of the foregoing Lease, this 7th day of January, 1932.

C. L. BYERS, 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 Harbor Barber Shop on Tideland. Being Document No. 274176.

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 1st day of December, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, pursuant to Ordinance No. 13359 of the ordinances of said City, as Lessor, and HARBOR CAFE COMPANY, a corporation, as Lessee, WITNESSETH:

That said City does by these presents demise and lease unto the said Lessee that portion of the Harbor Administration Building located at the northeast corner of Broadway and Harbor Streets, in said City, being that certain store room therein designated as No. 1050 West Broadway and 1027 Harbor Street, for a period of five (5) years, beginning on the first day of December, 1931, at a monthly rental during said term of two hundred seventy-five dollars (\$275.00), payable in advance on the first day of each and every month during said term.

At the expiration of said five-year term the Lessee shall have the right and option to renew this lease for an additional period of five (5) years, at a rental to be fixed and determined when and if said option for renewal shall be exercised.

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 fully to observe, keep and perform:

(1) That this lease shall not be assignable nor transferrable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council by ordinance duly adopted; and there is hereby reserved to the Common Council and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on such terms, reservations and conditions as are stipulated herein.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(3) That if the rent herein reserved 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 in case of a 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.

(6) That said Lessee shall pay for all electric current and gas used by it upon said premises.

(7) That said premises are to be used by said Lessee exclusively for the purpose of conducting a cafe, and restaurant, including the sale of tobacco, candy, newspapers and magazines, therein.

(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 therein are made a part of this lease with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that it will in all respects abide by all such laws; and further that it will in the use and occupancy of said leased premises, and in all business conducted therein, strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and hereafter amended or enacted applicable thereto.

(9) That the Lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the Lessor in as good condition as reasonable and proper use thereof will permit, 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 its corporate name and seal to be hereunto attached, and this instrument to be executed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

Lessor

By: RUFUS CHOATE

R. H. VAN DEMAN

Members of the Harbor Commission

HARBOR CAFE,

Lessee

By: G. G. SCHWEIZER

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

I hereby approve the form of the foregoing Lease, this 7th day of January, 1932.

C. L. BYERS, 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 Harbor Cafe Co. on Tide Lands. Being Document No. 274177.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Wallis Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 24th day of December, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, pursuant to Ordinance No. 13359 of the ordinances of said City, as Lessor, and ASSOCIATED BARR STORES, INC., a corporation, as Lessee, WITNESSETH:

That said City does by these presents demise and lease unto the said Lessee that portion of the Harbor Administration Building located at the northeast corner of Broadway and Harbor Streets, in said City, being that certain store room therein designated as No. 1038 West Broadway, for a period of five (5) years, beginning on the 24th day of December, 1931, at a monthly rental during said term of fifty dollars (\$50.00) payable in advance on the first day of each and every month during said term; provided, however, that the said Lessee shall have the right and privilege of terminating this lease at any time prior to thirty days from the expiration of any year of said term, by giving to the Lessor thirty (30) days notice in writing of its desire so to do.

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 fully to observe, keep and perform:

(1) That this lease shall not be assignable nor transferrable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council by ordinance duly adopted; and there is hereby reserved to the Common Council and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on such terms, reservations and conditions as are stipulated herein.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(3) That if the rent herein reserved 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 in case of a 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.

(6) That said Lessee shall pay for all electric current and gas used by it upon said premises.

(7) That said premises are to be used by said Lessee exclusively for the pur-

pose of conducting a general mercantile business therein.

(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 therein are made a part of this lease with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that it will in all respects abide by all such laws; and further that it will in the use and occupancy of said leased premises, and in all business conducted therein, strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and hereafter amended or enacted applicable thereto.

(9) That the Lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the Lessor in as good condition as reasonable and proper use thereof will permit, 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 its corporate name and seal to be hereunto attached, and this instrument to be executed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Lessor

By: RUFUS CHOATE
R. H. VAN DEMAN
Members of the Harbor Commission

ASSOCIATED BARR STORES, INC.
Lessee

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

By: HARRY BARR

I hereby approve the form of the foregoing Lease, this 7th day of January, 1932.

C. L. BYERS, 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 Associated Barr Stores, Inc. on Tide Lands. Being Document No. 274178.

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 23rd day of November, 1931, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, pursuant to Ordinance No. 13359 of the ordinances of said City, as Lessor, and JACOB KASTAUMAN, as Lessee, WITNESSETH:

That said City does by these presents demise and lease unto the said Lessee that portion of the Harbor Administration Building located at the northeast corner of Broadway and Harbor Streets, in said City, being that certain store room therein designated as No. 1036 West Broadway, for a period of five (5) years, beginning on the 23rd day of November, 1931, at a monthly rental during said term of one hundred dollars (\$100.00), payable in advance on the first day of each and every month during said term.

At the expiration of said five-year term the Lessee shall have the right and option to renew this lease for an additional period of five (5) years, at a rental to be fixed and determined when and if said option for renewal shall be exercised.

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 legal representatives and assigns, hereby covenant and agree to and with the Lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable nor transferrable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Common Council by ordinance duly adopted; and there is hereby reserved to the Common Council and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on such terms, reservations and conditions as are stipulated herein.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(3) That if the rent herein reserved 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 in case of a 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.

(6) That said Lessee shall pay for all electric current and gas used by him upon said premises.

(7) That said premises are to be used by said Lessee exclusively for the purpose of conducting a naval tailoring and men's furnishing and clothing shop therein.

(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 therein are made a part of this lease with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that he will in all respects abide by all such laws; and further that he will in the use and occupancy of said leased premises, and in all business conducted therein, strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and hereafter amended or enacted applicable thereto.

(9) That the Lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the Lessor in as good condition as

reasonable and proper use thereof will permit, 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 hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Lessor

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

By: RUFUS CHOATE
R. H. VAN DEMAN
Members of the Harbor Commission

JACOB KASTAUMAN,
Lessee

I hereby approve the form of the foregoing Lease, this 7th day of January, 1932.

C. L. BYERS, 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 Jacob Kastauman, on Tide Lands. Being Document No. 274179.

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 21st day of December, 1931, by and between Whiting-Mead Co. of San Diego a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as First Party, and THE CITY OF SAN DIEGO a municipal corporation in the County of San Diego, State of California, hereinafter referred to as Second Party, WITNESSETH:

THAT WHEREAS First Party is the owner of that certain property situated in the City of San Diego, State of California, more particularly described as No. 33' of Lot H, Block 66 of Horton's Addition, and of that certain two-story brick building located thereon, which said building is numbered 722 Second Avenue; and

WHEREAS, said First Party is desirous of leasing for a term of years said premises to The City of San Diego for the use and occupancy by the Police Department of said City; and

WHEREAS, said Second Party is willing to enter into a lease with First Party of said property, provided First Party will at its own expense reconstruct and remodel the building thereon in the manner hereinafter provided, NOW, THEREFORE,

In consideration of the premises and of the mutual promises, matters and things hereinafter recited, said parties agree together as follows:

1. That First Party will at its own cost and expense immediately begin the reconstruction and remodeling of its said brick building, in accordance with and to the extent provided for in those certain plans and specifications heretofore submitted by First Party to Second Party, which said plans and specifications were filed in the office of the City Clerk of said City November 23, 1931, and bear official document No. 273006; and that First Party shall complete all such remodeling and reconstruction work in accordance with and as indicated by said plans and specifications on or before the 15th day of February, 1932.

2. That First Party will lease the said premises and building, reconstructed and remodeled as aforesaid, to Second Party for a term of five years, beginning at the date said premises are ready for occupancy by said Second Party, at a rental of Two Hundred Twenty-five Dollars (\$225.00) per month and upon the terms and conditions set forth in the draft of lease hereto attached, marked Exhibit "A" and by such reference made a part hereof.

Immediately upon the completion of the reconstruction and remodeling of said premises by First Party, in the manner and within the time hereinabove provided for, Second Party will enter into a lease for said premises at the rental and for the time herein stated and upon the terms and conditions set forth in said attached form of lease.

It is mutually understood and agreed that time is of the essence of this agreement, and that Second Party shall be in no wise obligated to accept or lease said premises unless the same have been remodeled and reconstructed strictly in accordance with said plans and specifications and are ready for occupancy by Second Party not later than said 15th day of February, 1932.

It is mutually understood and agreed that if any dispute or difference of opinion shall arise between the parties as to whether or not said remodeling and reconstruction work has been performed and completed in accordance with said plans and specifications, any such question or difference shall be submitted to a board of three arbitrators, of which each party shall select one arbitrator and the two so selected shall select a third arbitrator. The decision of such board shall be final and conclusive upon the parties.

IN WITNESS WHEREOF the First Party has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, 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:
H. L. MINER, Secretary

WHITING-MEAD CO. OF SAN DIEGO
By PERRY WHITING, Pres.
First Party

THE CITY OF SAN DIEGO,
By J. J. RUSSO
J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
IRA S. IREY
Members of the Common Council

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

Second Party

I hereby approve the draft of the foregoing Contract, this 12th day of December, 1931.

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

EXHIBIT A"
L E A S E

THIS INDENTURE, made in duplicate this _____ day of _____, 1932, between WHITING-MEAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of _____ hereinafter called the Lessor, party 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 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, that certain two-story brick building located on Lot H, Block 66 of Horton's Addition, which said building is numbered 722 Second Avenue, in the City of San Diego, County of San Diego, State of California. The premises hereby leased are to be used for such purpose or purposes as the Police Department of The City of San Diego shall determine to be necessary or convenient to the operation or work of said department, for the term of five (5) years beginning from and after the execution of this lease and ending on the _____ day of _____, 1937.

Yielding and paying therefor during the term thereof the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00), 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: Two Hundred Twenty-five Dollars (\$225.00) 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, its representatives and assigns, fully to observe, keep and perform:

1. Said premises or any part thereof shall not be assigned, sublet or underlet, or used or permitted to be used, for any other than the purpose or purposes hereinbefore mentioned, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, sublet or underlet, used or permitted to be used, without such written consent, the Lessor may re-enter and relet the premises; and this lease, by such unauthorized act, shall thereupon 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 by the Lessee, in that event 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 its 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 has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized and a majority of the members of the Common Council of said The City of San Diego have hereunto subscribed their names 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.

ATTEST:

WHITING-MEAD COMPANY

By _____ Lessor

THE CITY OF SAN DIEGO.

By _____

Members of the Common Council

Lessee

ATTEST:

City Clerk

By _____ Deputy

I hereby approve the draft of the foregoing Lease, this _____ day of _____, 1932.

City Attorney

By _____ Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Whiting-Mead Co. for certain building for police department annex. Being Document No. 273420.

ALLEN B. WRIGHT
City Clerk of the City of San Diego, California
By August M. Hadstrom Deputy

L E A S E

THIS INDENTURE, made in duplicate this 15th day of February, 1932, between WHITING-MEAD CO. OF SAN DIEGO a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the Lessor, party 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 Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto this party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, that certain two-story brick building located on N. 33' of Lot H, Block 66 of Horton's Addition, which said building is numbered 722 Second Avenue, in the City of San Diego, County of San Diego, State of California. The premises hereby leased are to be used for such purpose or purposes as the Police Department of The City of San Diego shall determine to be necessary or convenient to the operation or work of said department, for the term of five (5) years beginning from and after the execution of this lease and ending on the 14th day of February, 1937.

Yielding and paying therefor during the term thereof the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00), 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: Two Hundred Twenty-five Dollars (\$225.00) 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, its representatives and assigns, fully to observe, keep and perform:

1. Said premises or any part thereof shall not be assigned, sublet or underlet, or used or permitted to be used, for any other than the purpose or purposes hereinbefore mentioned, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, sublet or underlet, used or permitted to be used, without such written consent, the Lessor may re-enter and relet the premises; and this lease, by such unauthorized act, shall thereupon 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 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; PROVIDED, however, that if the damage to said premises shall be wholly or chiefly confined to the fixtures or partitions installed therein by the Lessee, in that event 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 its 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; also for all gas and electricity used by Lessee.

IN WITNESS WHEREOF, the 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, 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.

WHITING-MEAD CO. OF SAN DIEGO
By PERRY WHITING, Pres.
H. L. MINER, Secretary

Lessor

(SEAL) ATTEST:

Fernand Vigne, Jr.

Subscribed and sworn to before me this 16 day of Feby, 1932.

Fernand Vigne, Jr.

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

My Commission expires Aug. 9, 1935

(SEAL)

THE CITY OF SAN DIEGO
BY A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
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 draft of the foregoing Lease, this 4th day of January, 1932.

C. L. BYERS, 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 Whiting-Mead Co. of San Diego for Police Department Annex. Being Document No. 274715.

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

AGREEMENT

WHEREAS, Carl H. Brunner, is the owner of Lot 5 of Alvarado Heights Subdivision; and,

WHEREAS, the provisions of Ordinance No. 13055 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to 12' of the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. _____ suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to 12' of the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 25th day of January, 1932, by Carl H. Brunner, that he will, for and in consideration of the permission granted him to erect a building on the above described property to 12' of the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

CARL H. BRUNNER

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 25th day of January, A. D. Nineteen Hundred and Thirty-two, before me, P. A. Nauman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carl H. Brunner, 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My commission expires Feb. 21, 1934.

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

RECORDED Feb. 9, 1932 12 Min. past 1 P.M. in Book 78 at Page 410 of Official Records, San Diego Co., Cal. Recorded at Request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

G. A. FITZGERRELL
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with C. H. Bruner regarding set-back suspension on Lot 5, Alvarado Heights. Being Document No. 274277.

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

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED THIRTY-ONE DOLLARS (\$631.00) 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 February, 1932.

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 westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street; PROSPECT STREET, between La Jolla Boulevard and Cave Street; PROSPECT PLACE, between Cave Street and Blue Bird Lane; GIRARD AVENUE, between Silverado Street and Prospect Street; HERSCHEL AVENUE, between Silverado Street and Prospect Street; and WALL STREET, between Girard Avenue and Ivanhoe 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

(SEAL) ATTEST:
J. A. CANNON, Secretary

By A. E. HOLLOWAY, Vice President
Principal

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 February, in the year nineteen hundred thirty-two, 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 6th day of Feb. 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 57849 passed and adopted on the 18th day of January, 1932, require and fix the sum of \$631.00 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.

LA JOLLA LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 15th day of February, 1932, 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:

LA JOLLA BOULEVARD, between the westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street;

PROSPECT STREET, between La Jolla Boulevard and Cave Street;

PROSPECT PLACE, between Cave Street and Blue Bird Lane;

GIRARD AVENUE, between Silverado Street and Prospect Street;

HERSCHEL AVENUE, between Silverado Street and Prospect Street; and

WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and after January 1, 1932, to-wit, to and including December 31, 1932.

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 and Assessment for La Jolla Lighting District No. 1", filed October 9, 1931, 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 Four and 50/100 Dollars (\$504.50), in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Eighteen and 02/100 dollars (\$2018.02) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Eighteen and 02/100 Dollars (\$2018.02) 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 Two Thousand Eighteen and 02/100 Dollars (\$2018.02).

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 Four and 50/100 Dollars (\$504.50), 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:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice President

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

THE CITY OF SAN DIEGO
By A. STAHEL, JR
L. C. MAIRE
IRA S. IREY
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 6th day of Feb., 1932.
C. L. BYERS, City Attorney.
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Cons. G. & E. Co. for current for La Jolla Lighting District #1. Being Document No. 274403.

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 THREE HUNDRED EIGHTY-TWO DOLLARS (\$382.00), 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 February, 1932.

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, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MOANA DRIVE, TARENTO DRIVE, SAVOY 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, within the limits specified in Resolution of Intention No. 57312, adopted by the Common Council on October 1, 1931, all 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, Principal.
By A. E. HOLLOWAY
Vice President

(SEAL) ATTEST:
J. A. CANNON, Secretary

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 5th day of February, in the year nineteen hundred thirty-two, 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 6th day of Feb., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 57852 passed and adopted on the 18th day of January, 1932, require and fix the sum of \$382.00 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.
SUNSET CLIFFS LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 15th day of February, 1932, 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:

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;
CORNISH DRIVE, for its entire length;
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 Savoy Street;
SAVOY 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.

Such furnishing of electric current shall be for a period of 9 months and 18 days from and after December 13, 1931, to-wit, to and including September 30, 1932.

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 and Assessment for Sunset Cliffs Lighting District No. 1", filed October 5, 1931, 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 \$1526.40, as follows: Nine monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as the "Sunset Cliffs Lighting District No. 1 Fund", of said City, each of said monthly warrants to be drawn for the sum of \$159.00, and one warrant for the sum of \$95.40, to cover the additional 18 days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Five Hundred Twenty-six and 40/100 Dollars (\$1526.40) 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 One Thousand Five Hundred Twenty-six and 40/100 Dollars (\$1526.40).

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

(SEAL) ATTEST:

J. A. CANNON, Secretary.

By A. E. HOLLOWAY, Vice President

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO.

By A. STAHEL, JR.,

L. C. MAIRE

IRA S. IREY

Members of the Common Council.

I HEREBY APPROVE THE FORM OF THE FOREGOING CONTRACT, THIS 6th day of FEB., 1932.

C. L. BYERS, City Attorney.

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Cons. G. & E. Co. for current for Sunset Cliffs Lighting District No. 1. Being Document No. 274404.

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 and entered into in duplicate this 15th day of February, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and HAUSE, HUNT & SCHWARTZ, hereinafter designated as the Appraiser,

W I T N E S S E T H:

WHEREAS, the Appraiser has, by Document No. 273416, filed with the Clerk of the City of San Diego, proposed to make a full and complete appraisal of all City-owned properties, as required by the provisions of the new Charter; and

WHEREAS, it is the intention of the City to accept such proposal and to have the Appraiser make such appraisal upon the terms and conditions hereinafter mentioned; NOW, THEREFORE,

1. IT IS HEREBY AGREED that the City will pay the sum of Thirty-five Hundred Dollars (\$3500.00) in the following installments and under the following conditions:

That the first installment is to be made for the period ending March 15, 1932, and all subsequent installments except the last installment for periods ending the first and fifteenth of each and every month thereafter; that the last installment is to be paid upon the completion and acceptance of the appraisal under this contract.

That the installments hereinabove mentioned shall be computed upon estimates of the Appraiser, showing the amount of work performed during above-mentioned periods, which estimates shall be approved by the Auditor, the Superintendent of the Purchasing Department, and the Manager of Operation, of the City of San Diego; that seventy-five per cent (75) of each of such estimates shall be the amount due for each installment; and that the final installment shall consist of the twenty-five per cent (25%) retained from the previous installments.

2. IT IS FURTHER AGREED for the purposes of this appraisal that the City will furnish miscellaneous materials by and through the Superintendent of the Purchasing Department, upon the written request of the Appraiser, stating the articles required, the quality and quantity, and which materials are not to exceed Five Hundred Dollars (\$500.00) in value; and such incidental help from the various departments as is necessary to furnish the Appraiser with available data belonging to such departments. For this purpose all available records of all departments are at the disposal of said Appraiser, and the Superintendent of the Purchasing Department will furnish to the Appraiser a copy of the most recent inventory, including a record of all City-owned automobiles.

3. IT IS FURTHER AGREED that for and in consideration of the sum of Thirty-five Hundred Dollars (\$3500.00) and other valuable consideration, the Appraiser will commence work under this contract within five (5) days after signing of same by both parties hereto, and that said appraisal as herein required will be completed on or before June 30, 1932.

4. IT IS FURTHER AGREED that the Appraiser will furnish the City all maps in duplicate, of "Browline" print in character and 18" x 24" in size. That the scale of such maps shall be as follows: for subdivisions and small parcels, fifty feet to one inch; for intermediate tracts, two hundred feet to one inch; and large tracts, four hundred feet to one inch. That all data furnished in typewritten form is to consist of three copies, one original and two carbons. That all memoranda and original data is to be filed with and to become the property of the City upon completion of this contract.

5. IT IS FURTHER AGREED that the Appraiser is to appraise all property, both real and personal, of the City of San Diego; that such appraisal is to be itemized and grouped according to the departments of the City controlling same; that the complete appraisal will provide a means of obtaining a complete schedule of depreciation rates pertaining to all items and under all conditions as affecting the same; that the appraisal on installed water and sewer pipe is to show that paid for by the City direct and that paid for by property owners benefited, indicating which is which.

6. IT IS FURTHER AGREED that the appraisal of water properties will show a complete analyzed appraisal of all impounding systems, dams, reservoirs, sources of supply, transmission lands, buildings, conduits, pipe lines, pumping plants and appurtenances thereto. That the appraisal of all lands exclusive of water properties: tidelands, pueblo lands, and various parcels or subdivisions owned or controlled by the City of San Diego, will consist of analysis of each parcel of parcels, showing on each tract or parcel a complete soil survey where the said parcel is of an agricultural type or water bearing land. This soil survey is to consist of the type of soil, its topography, the soil analysis to consist of land classification and grading showing whether it is tillable or nontillable, water bearing sand or rock formation, each type carrying the identical name of the United States Bureau of Soil nomenclature. The appraisal of all land is to include maps drawn to suitable scale with all the features of land appraisal being shown thereon.

7. IT IS FURTHER AGREED that the analyzed building appraisal will consist of the appraisal of the structure itself, together with an itemized appraisal of all plumbing, wiring, heating, elevators, scales, decorations, roofs, and such other miscellaneous items as is applicable to the individual building either from the point of structure or occupancy. In the appraisal of piers and wharves the entire structure would be itemized item for item. In the appraisal of buildings, all values arrived at will be as of the period of the appraisal, showing depreciation, obsolescence, utility and physical characteristics. Their location is to be shown on "Brownline" maps, with fire-proof buildings indicated in blue, slow-burning indicated in red, frame indicated in black, and the net value shown on each building.

8. IT IS FURTHER AGREED that all other items not herein specifically mentioned are to be appraised as per the proposal specified in Document No. 273416.

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 Appraiser 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 J. V. ALEXANDER
A. STAHEL, JR.,
L. C. MAIRE
IRA S. IREY

Members of the Common Council

HAUSE, HUNT & SCHWARTZ
By ROY L. HAUSE
Appraiser

I hereby approve the form of the foregoing Agreement, this 15th day of February, 1932.
C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Hause, Hunt & Schwartz for appraisal of City property. Being Document No. 274543.

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

AGREEMENT FOR MUTUAL RESCISSION OF LEASE- CONTRACTS.

KNOW ALL MEN BY THESE PRESENTS:

That the City of San Diego, a municipal corporation, Lessor, and T. A. Evans, Lessee, mutually and severally revoke, rescind, cancel and annul as of 12-1-31 that certain lease-contract heretofore entered into by and between the parties hereto, covering that certain real property in the County of San Diego, State of California, more particularly described as follows:

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 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; thence northerly, southerly and westerly along said 315-foot U.S.G.S. contour of Hodges Reservoir 2300 feet more or less to a point; thence northwest 350 feet more or less to an intersection with the southeasterly line of Relocation Route No. 3, Division 1; thence 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.

Said lease being evidenced by a lease-contract, dated November 18, 1929, signed by the parties hereto, and filed in the Office of the Clerk of the City of San Diego, and bearing said Clerk's Document No. 250724.

That said The City of San Diego, a municipal corporation, Lessor, and said T. A. Evans, Lessee, do further mutually and severally revoke, rescind, cancel and annul as of 10-1-31 that certain lease-contract heretofore entered into by and between the parties hereto, covering that certain real property in the County of San Diego, State of California, more particularly described as follows:

All that real property particularly described under the heading "Parcel 37" of "Part One" of that certain Indenture entitled: "Lease and Option to Purchase," executed by and between San Dieguito Water Company, a private corporation, and The City of San Diego, a municipal corporation, and dated October 5th, 1925, which description is as follows:

All that portion of Rancho San Bernardo in the County of San Diego, State of California, according to Patent Map of said Rancho recorded in Book 2, page 426 of Patents, in the Office of the County Recorder of said San Diego County, lying North of Lot Three (3) of said Rancho, as said Lot Three (3) is shown on Sheet No. 2 of Miscellaneous Map No. 20, filed May 8, 1919, in said Recorder's Office, and bounded and described as follows, to-wit:

Commencing at a point where the northerly line of said Lot Three (3) intersects the easterly line of a certain unnamed road in said Rancho San Bernardo (said road lying easterly of Lots Four (4) and Five (5) as said lots and said road are shown on said Sheet No. 2 of Miscellaneous Map No. 20 filed May 8, 1919, in the Office of said County Recorder); running thence north along the easterly line of said unnamed road to the northerly line of that certain tract of land conveyed to Zenas Sikes by deed from Chas. A. Wetmore, et al., recorded in Book 5, page 261 of Deeds, Official Records of said San Diego County; thence in an easterly direction along the northerly line of said tract of land so conveyed to Zenas Sikes, by deed as aforesaid, to a point that is North 84-1/4° West 103.64 chains from the northeast corner of said tract of land so conveyed to Zenas Sikes by deed as aforesaid; running thence South 05° 52' West 4071.6 feet, more or less, to the northeast corner of said Lot Three (3); thence in a westerly direction along the northerly line of said Lot Three (3) to the point of commencement;

EXCEPTING therefrom that portion thereof lying below an elevation of 330 feet above sea level according to the United States Geological Survey datum;

Also EXCEPTING therefrom all that portion thereof lying above an elevation of 395 feet above sea level according to the United States Geological Survey datum;

Subject, however, to that certain right of way as granted by F. C. Foster to the Pacific Telephone and Telegraph Company, a corporation, by an easement dated December 16, 1916, and recorded in Book 723, at page 375, of Deeds, Official Records of San Diego County, California.

Said lease being evidenced by a lease-contract dated April 21, 1930, signed by the parties hereto, and filed in the office of the Clerk of the City of San Diego, and bearing said Clerk's Document No. 256436.

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 subscribed his name, this 23rd day of February, 1932:

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

THE CITY OF SAN DIEGO
By A. STAHEL, JR.,
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY

Members of the Common Council.

T. A. EVANS, Lessee

I hereby approve the form of the foregoing Agreement this 17 day of February, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Mutual Rescission of Lease-Contract with T. A. Evans. Being Document No. 274593.

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 and entered into this 26th day of January, 1932, by and between THE CUYAMACA WATER COMPANY, a corporation, ED FLETCHER, as sole surviving co-partner of a co-partnership formerly composed of James A. Murray, Ed Fletcher and William G. Henshaw, doing business under the firm name and style of the Cuyamaca Water Company, ED FLETCHER and MARY C. B. FLETCHER, husband and wife, and C. F. STERN, parties of the first part, hereinafter designated and referred to as the sellers; and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter sometimes referred to as the City or the buyer,

WITNESSETH:

THAT WHEREAS, said sellers have represented, and do hereby declare and represent to said City, that they own or control the ownership of the several parcels of land hereinafter particularly described, and are desirous of selling their several respective interests therein to said City; and that they are collectively able to convey, or cause to be conveyed, to said City a clear title to all of said lands, save and except in such respects as in this agreement are hereinafter specifically stated; and

WHEREAS, the acquisition by said City of all of said hereinafter described lands and rights is necessary and essential in and about the construction, maintenance and operation of El Capitan Dam and Reservoir, the work of constructing which said dam and reservoir is about to be undertaken by said City; and

WHEREAS, said City at this time is without knowledge as to the particular interests claimed or owned by the said several parties of the first part, herein referred to collectively as the sellers, in said various parcels of land, and is uninformed as to the true ownership of said parcels, or any of them; and said City is relying entirely upon the representation of said sellers as hereinabove stated that they are able to convey, or cause to be conveyed, to said City clear title to all of said hereinafter described lands:

NOW, THEREFORE, the said sellers, in consideration of the agreements on the part of the buyer, hereinafter contained, agree to sell and convey, or cause to be sold and conveyed, unto said buyer, free and clear of all encumbrances, except as hereinafter in this agreement specifically stated, all those certain lots, pieces or parcels of land situate in the County of San Diego, State of California, bounded and described as follows, to-wit:

Lot 1 (NW 1/4 of the NW 1/4), NE 1/4 of the NW 1/4, NW 1/4 of the NE 1/4 and SW 1/4 of the NE 1/4, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume through the SW 1/4 of the NE 1/4, Section 7, Township 15 South, Range 2 East, S.B.B. & M., containing about 158.75 acres; also

All that portion of the SE 1/4 of the NE 1/4 of Section 7, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume, and the SW 1/4 of the NW 1/4, except a 50 foot strip being 25 feet each side of the center line of the Cuyamaca flume, the SE 1/4 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, except the east 1 rod thereof, and Lot 3 (SW 1/4 of the SE 1/4), Section 8, Township 15 South, Range 2 East, S.B.B. & M., lying and being above the 753 foot contour line above sea level U.S.G.S. datum, containing about 70.4 acres; also

All that portion of the SE 1/4 of the NE 1/4 of Section 7, and the S 1/2 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, except east one rod thereof, and Lot 3 (SW 1/4 of the SE 1/4) of Section 8, Township 15 south, Range 2 East, S.B.B. & M., lying and being between the 710 and the 753 foot contour lines above sea level U.S.G.S. datum, containing about 37.60 acres.

All of the right, title and interest of the said sellers in and to the SE 1/4 of the NE 1/4 of Section 7, Township 15 South, Range 2 East, S.B.B. & M. Together with all water, mineral and other rights, of every nature and description whatsoever, appurtenant; incident or attached to each and every and all of said parcels of land, or enjoyed or held in connection therewith.

Together, also, with any and all rights, reservations, conditions, easements and privileges, including those of hunting, fishing or boating, heretofore reserved to or by the sellers, or any of them, in, and in connection with the conveyance to the La Mesa, Lemon Grove and Spring Valley Irrigation District by said sellers, or any of them, of any or all of the lands located in Sections 7 and 8, Township 15 South, Range 2 East, S.B.B. & M.

All for the total sum or purchase price of forty thousand dollars (\$40,000.00), lawful money of the United States.

The sellers further agree and covenant with said City that they will execute, or cause to be executed, good and sufficient grant deed or deeds conveying all of said above described parcels of land, together with the above mentioned rights, to said buyer; provided, however, that all of the right, title and interest of the sellers in and to the SE 1/4 of the NE 1/4 of Section 7, Township 15, South, Range 2 East, S.B.B. & M., shall be conveyed to the buyer by quitclaim deed and not by grant deed; and that the sellers shall place said deeds, together with a duplicate original of this agreement, in escrow with the Union Title Insurance Company, of San Diego, within ten days from the execution date hereof.

Provided, further, that the sellers will promptly, upon request of the buyer so to do, execute and likewise place in escrow, or cause to be executed and placed in escrow, or if said escrow shall have been completed and closed as herein provided, will deliver to said buyer, upon its written request, any additional instruments in writing which from time to time may be necessary or proper in order to convey or transfer to the buyer any or all of the rights, reservations, conditions, easements and privileges held or heretofore reserved by or to the said sellers, or any of them, in, and in connection with, the conveyances to the La Mesa, Lemon Grove and Spring Valley Irrigation District by said sellers, or any of them, of any or all of the lands located in Sections 7 and 8, Township 15 South, Range 2 East, S.B.B. & M., as hereinabove set forth.

Provided, further, that when the buyer shall have deposited said total purchase price of forty thousand dollars (\$40,000.00) in escrow hereunder with said Union Title Insurance Company, and said escrow is ready to be closed, as herein set forth, the sellers will cause to be prepared, at their own expense, and furnished to the buyer, unlimited certificate or certificates of title by said Union Title Insurance Company, showing the title to all of said above described parcels of land to be vested in said the City of San Diego (excepting, only, the said SE 1/4 of Section 7, Township 15 South, Range 2 East, S.B.B. & M.), free and clear of all encumbrances, save and except as in this agreement otherwise specifically mentioned and permitted, as of the date of completion and closing of said escrow; together with policy or policies of title insurance thereon by said Union Title Insurance Company in the sum of \$40,000.00.

The City of San Diego, buyer as aforesaid, in consideration of the premises and of the agreements and covenants on the part of the sellers, hereinabove recited, agrees to purchase all of the parcels of land, rights and privileges hereinabove described and mentioned, and to pay to said sellers, within the time and in the manner following, as and for the full purchase price thereof, the sum of forty thousand dollars (\$40,000.00); that is to say, the said City will cause to be appropriated from the funds now in its treasury available for the purpose, and place in escrow hereunder with the said Union Title Insurance Company, within thirty-five (35) days from the execution date of this agreement, said sum of forty thousand dollars (\$40,000.00), with instructions to said Union Title Insurance Company to the effect that if within ten days thereafter the sellers shall have placed in said escrow properly executed deeds, of the kind and character in this agreement required, conveying free and clear of all encumbrances to the said City all of the parcels of land, together with the rights, appurtenant, incident or attached thereto, as described and required in this agreement; together with any additional instruments in writing which the buyer has the right to require from the sellers under the terms hereof, written notice of the requirement of which shall have been given to said Union Title Insurance Company; and the title certificates and policies of insurance required by the terms of this agreement; are ready for delivery, the said Union Title Insurance Company shall proceed to close said escrow by recording said deeds, including such additional instruments as may have been required hereunder, and shall thereupon deliver to said City said certificates of title and policies of insurance, and shall pay to the sellers said forty thousand dollars (\$40,000.00); the expenses of the escrow to be borne and paid by the sellers.

That if said escrow cannot be closed as and within the time hereinabove provided, by reason of the fault, neglect or inability of the sellers to perform any of the matters and things required of them to be performed hereunder, then said City shall at its option be entitled to withdraw from escrow the said sum of forty thousand dollars (\$40,000.00); and upon such withdrawal shall be under no further obligation by reason of said escrow, or by reason of this agreement, or anything herein contained.

It is understood and agreed that the City shall not be required to determine, or to instruct the Union Title Insurance Company as to the division of the purchase money payable by it under said escrow arrangements to the sellers, and the buyer is hereby expressly relieved from any obligation or responsibility to see to the payment or division of said purchase money to or among the several sellers in proportion to their interests in or ownership of the various parcels of land conveyed, or otherwise, or at all; and each and every and all of said sellers does hereby waive any claim against the City for any particular portion or amount of said purchase money.

It is further understood and agreed that upon the deposit of forty thousand dollars (\$40,000.00) in said escrow, and pending the completion and closing thereof, as herein provided, the said City shall have the right to enter upon, occupy and make use of any and all of said above described lands.

It is further understood and agreed that this agreement shall not be terminated by or upon the closing and completion of said escrow as herein provided, but that the sellers shall continue to be bound by and subject to the terms and conditions hereof.

It is further understood and agreed that upon the consummation and completion of said escrow, the sellers, at any time thereafter upon request of said City, will execute or cause to be executed, their consent to the dismissal of that certain condemnation proceeding now pending in the Superior Court of the State of California, in and for the County of Orange, entitled, "The City of San Diego, a municipal corporation, Plaintiff, vs. The Cuyamaca Water Company, a corporation, et al., Defendants," which said consent and dismissal shall be upon the condition that no costs or attorneys' fees shall be assessed or awarded against the said City by reason of such dismissal.

Time is hereby declared to be of the essence of this agreement, and of each and every term and condition hereof.

IN WITNESS WHEREOF, this agreement has been executed in triplicate original by the various parties thereunto duly authorized, the day and year first hereinabove appearing.

THE CUYAMACA WATER COMPANY

A Corporation,

By ED FLETCHER

President

(SEAL) ATTEST:

K. L. MAY, Asst. Secretary.

ED FLETCHER

as sole surviving co-partner of a co-partnership formerly composed of James A. Murray, Ed Fletcher and William G. Henshaw, doing business under the firm name and style of the Cuyamaca Water Company.

ED FLETCHER

MARY C. B. FLETCHER

C. F. STERN

Parties of the First Part.

THE CITY OF SAN DIEGO

A municipal corporation.

Party of the Second Part.

By J. V. ALEXANDER

A. STAHEL JR.,

L. C. MAIRE

JOSEPH J. RUSSO

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 15th day of February, 1932.

C. L. BYERS, 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 Ed Fletcher et al and the City of San Diego. Being Document No. 274595.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN DIEGO, a municipality, party of the first part, in consideration of the sum of One Dollar (\$1.00) Gold Coin of the United States of America, to it paid by the SOUTHERN CALIFORNIA TELEPHONE COMPANY, a Corporation, existing under and by virtue of the laws of the State of California, the second party, the receipt of which is hereby acknowledged, has sold, assigned, transferred, and conveyed and does by these presents, sell, assign, transfer and convey unto the said Second Party, its successors and assigns, that certain personal property located in the County of San Diego, State of California, to-wit:

627 poles, various sizes, more or less.
58.8 miles of wire, various kinds and sizes, more or less.
300' 3/4 inch iron pipe, more or less.
7 subscriber telephone instruments.
350 cross arms, various kinds and sizes.

The outside plant is generally shown on attached Exhibit "A", a part of this document.

IN WITNESS WHEREOF, party of the First Part has caused its corporate name to be signed and its seal affixed by its officers who are thereunto duly authorized as of this 23rd day of February, 1932.

CITY OF SAN DIEGO
By WALTER W. AUSTIN

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

Approved as to Form:
C. L. BYERS, City Attorney.

IN ACCORDANCE WITH RESOLUTION NO. 57227
adopted by the Common Council of the
City of San Diego, Sept. 21st, 1931.

Approved as to form:
TOMLER & DEGNAN
Attorney Second Party.
J. M. HARDY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bill of Sale from the City of San Diego to the Southern California Telephone Co., of certain equipment. Being Document No. 274684.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 17th day of March, 1932, 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. 13401 of the Ordinances of said City, approved January 4th, 1932, as Lessor, and RYAN SCHOOL OF AERONAUTICS, LTD., 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:

PARCEL NO. 1. Beginning at the intersection of the southeasterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the southeasterly line of Quince Street and the southwesterly prolongation thereof a distance of 373 feet to a point, said point being the true point of beginning; thence southeasterly parallel to and distant 373 feet from the southwesterly line of California Street a distance of 150 feet to a point; thence southwesterly at right angles to the last described course a distance of 55 feet to a point; thence northwesterly parallel to and distant 428 feet from the southwesterly line of California Street a distance of 150 feet to a point; thence northeasterly at right angles to the last described course a distance of 55 feet to the true point of beginning; containing an area of 8250 feet, more or less.

PARCEL NO. 2. Beginning at the intersection of the northwesterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the northwesterly line of Quince Street and the southwesterly prolongation thereof a distance of 308 feet to a point; thence northwesterly parallel to and distant 308 feet from the southwesterly line of California Street a distance of 100 feet to a point, the last described point being the true point of beginning; thence continuing northwesterly parallel to and distant 308 feet from the southwesterly line of California Street a distance of 120 feet to a point; thence southwesterly at right angles to the last described course a distance of 170 feet to a point; thence southeasterly parallel to and distant 478 feet from the southwesterly line of California Street, a distance of 120 feet to a point; thence northeasterly at right angles to the last described course a distance of 170 feet to the true point of beginning; containing an area of 20,400 square feet, more or less.

The said Parcels of land, numbered 1 and 2 are delineated upon that certain plat, marked "Exhibit A," attached hereto and made a part of this lease.

TO HAVE AND TO HOLD The said premises and each and every parcel thereof unto the said lessee for a term of twenty-five (25) years beginning on the first day of July, 1932, and ending on the thirtieth day of June, 1957, unless sooner terminated, as herein provided at the following rentals:

One hundred fifty dollars (\$150.00) per month, payable in advance on the first day of each and every month for the first five years of said term. The right of the Common Council of the City of San Diego, and of the Harbor Commission of said City to adjust the rental above provided at the end of said five year period, and/or at the end of each five year period thereafter during the remainder of said term is hereby expressly reserved to said City; provided, however, that the rental for the second five year period of said term shall not exceed the sum of one hundred seventy-five dollars (\$175.00) per month; and for the third five year period of said term shall not exceed the sum of two hundred dollars

(\$200.00) per month; and for the fourth five year period of said term shall not exceed the sum of two hundred twenty-five dollars (\$225.00) per month; and for the fifth and last five year period of said term shall not exceed the sum of two hundred fifty dollars (\$250.00) per month.

All rentals shall be due and payable monthly in advance on the first day of each and every month during the term of this lease; and said lessee in accepting this lease acknowledges the right of the Common Council and of the Harbor Commission of said City to re-adjust and increase the rentals of said premises as herein provided.

This lease shall be assignable and transferable with the permission of the Common Council. The lessee shall have the right to sublet portions of the building to be erected on the leased premises, as hereinafter provided.

The Common Council of said City, and the Harbor Commission of said City, and the people of said City hereby reserve the right and privilege 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) The business of said lessee to be conducted upon said premises shall include the repairing, maintaining, storing, operating and selling of aircraft; the sale of airplane and automobile gasoline, lubricants and related products; the sale of various kinds of merchandise; the operation of a school of aviation, and the conducting of all forms of instruction; the operation of local and inter-city passenger flying service; and the operation of an air terminal building, to be erected by the lessee upon Parcel No. 1 of the premises hereby leased, with facilities including waiting room, ticket offices, rest rooms, office and business space for use of lessee, and for sub-lease or rental by lessee to other businesses and individuals.

(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 said Harbor Commission.

(3) That said lessee shall also have the right to use Lindbergh Field for such flying as may be necessary in connection with the operation of the above activities; provided, however, that in the use of said Lindbergh Field said lessee shall be subject to all conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 of the ordinances of said City, and ordinances amendatory thereof and supplemental thereto, 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 aircraft and/or to the leasing of tide lands by said City.

(4) 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.

(5) That the said lessee shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(6) That upon the expiration of the term of this lease, said lessee shall promptly remove any and all structures erected on said premises, at its own cost and expense.

(7) 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.

(8) In the event that the lessee shall fail to establish and maintain the activities above described 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, that 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 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 hereinbefore mentioned.

(9) The lessee agrees to construct upon that portion of the leased premises described as Parcel No. 1 a two-story building, to be used and operated as an air terminal building, with proper facilities, including waiting room, ticket offices, rest rooms, office and business space for use of the lessee and for sub-lease or rental by the lessee to The City of San Diego and other individuals, firms and corporations, and to complete said building not later than the first day of August, 1932, in accordance with plans and specifications which shall be approved by the Harbor Commission and the Planning Commission of said City. Said air terminal building shall be the only general air terminal building for Lindbergh Field; provided, however, that there is hereby expressly reserved by and given to the City the right at any time to take over from the lessee the ownership and operation of said terminal building, and to eliminate from this lease that portion of the ground occupied by said terminal building, upon the payment to the lessee of the actual value of said building at the time the same shall be so taken over. In the event the parties cannot agree as to the actual value thereof the question shall be submitted to the board of three arbitrators, one of whom shall be selected by the City, one by the lessee, and the two so selected shall appoint a third. The finding of said board upon the question of value shall be binding and conclusive upon all parties; provided, further, that in event the City shall at any time during the term of this lease take over the ownership and operation of the said terminal building, then at such time the lessee shall be entitled to have

a readjustment of the rentals hereinabove provided for during the remainder of the term, based upon the decreased area and value to the lessee of the premises remaining in its possession.

(10) That the restaurant to be conducted in said air terminal building, so long as said building shall be operated by the lessee, shall be the only restaurant permitted by the City to be operated on the tide lands between Juniper Street and Vine Street.

(11) That all wires and wiring serving said leased premises shall be placed underground.

(12) That there shall be allotted and leased to the City of San Diego in said air terminal building herein required to be constructed and operated by the lessee, for a term of not less than five (5) years, beginning at the time of the completion of said air terminal building, which time of completion is hereby fixed as August 1st, 1932, certain space on the first and second floors thereof, as indicated and shown on the architect's plans for said building as now prepared and accepted by the lessee; the total of said space being approximately 3075 square feet, and that the Ryan School of Aeronautics, Ltd. shall furnish at its own cost electric light, water, gas, heat and janitor service therefor; and that the rental payable by said City for said space and service shall be at the rate of ten (10) cents per square foot per month, payable monthly in advance on the first day of each and every calendar month of the term; provided, however, that the City of San Diego at its option may elect to take certain additional unenclosed or deck space on the second floor of said air terminal building in the amount of approximately 3940 square feet of deck space, in lieu of 985 square feet of the enclosed space hereinabove designated in said building, at the same rental as is herein specified to be paid by the City for 3075 square feet of enclosed space in said building; that is to say, the City shall in no event be required to pay for all of the space allotted to it more than the total sum of three hundred seven and 50/100 dollars (\$307.50) per month. Provided, further, that should the City elect to take over the ownership and operation of said air terminal building, then and in that event its lease of said space herein contemplated, and its obligation to pay rent for all or any of such space shall thereupon terminate and cease.

(13) 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, 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 RUFUS CHOATE
R. H. VAN DEMAN

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

RYAN SCHOOL OF AERONAUTICS, LTD.
Lessee
By T. CLAUDE RYAN
President

(SEAL)

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

I hereby approve the form of the foregoing Lease, this 17th day of March, 1932.

C. L. BYERS, 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 Tideland Lease with Ryan School of Aeronautics. Being Document No. 275107.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 18th day of March, 1932, by and between the RYAN SCHOOL OF AERONAUTICS, LTD., a corporation, lessor, hereinafter sometimes referred to as the Ryan Company, and THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the Harbor Commission of the City of San Diego pursuant to Ordinance No. 13401 of the Ordinances of said City, as lessee, WITNESSETH:

That the Ryan Company does by these presents demise and let unto the said City certain portions of and space in that certain building about to be constructed by the Ryan Company on a portion of Lindbergh Field, which said building is to be constructed and operated as an administration and air terminal building pursuant to the provisions of a certain lease heretofore executed, bearing date the 17th day of March, 1932, by and between the said City as lessor and the said Ryan Company as lessee. The portions of the said building and the space therein hereby let are more particularly shown and described upon the architect's plans or drawings for the first and second floors of said building, Sheets numbered 2 and 3, dated March, 1932, marked, respectively, "Exhibits A and B," hereto attached and made a part of this lease, as follows:

The space indicated by the letter "A" on said drawings, being Port of Entry Official's Office, consisting of 150 square feet;
The space indicated by the letter "B" on said drawings, being Port of Entry Official's Office, consisting of 90 square feet;
The space indicated by the letter "C" on said drawings, being portion of the Public Waiting Room and Loggia, consisting of 590 square feet;
The space indicated by the letter "D" on said drawings, being portion of the Public Rest Rooms, consisting of 116 square feet;
The space indicated by the letter "E" on said drawings, being portion of Department of Commerce Office, consisting of 161 square feet;
The space indicated by the letter "F" on said drawings, being portion of Department of Commerce, Teletype Service, consisting of 221 square feet;

The space indicated by the letter "G" on said drawings, being portion of U.S. Weather Bureau Office, consisting of 422 square feet;
 The space indicated by the letter "H" on said drawings, being portion of U.S. Weather Bureau Instrument Deck, consisting of 3940 square feet of unenclosed space;
 The space indicated by the letter "I" on said drawings, being portion of Department of Commerce and Weather Bureau Stairs, consisting of 230 square feet;
 The space indicated by the letter "J" on said drawings, being portion of Control Room, consisting of 110 square feet;
 Comprising a total of 2090 square feet of enclosed space, and 3940 square feet of deck or unenclosed space in said building.

TO HAVE AND TO HOLD said portions of said premises for a term of five (5) years from the date that said building shall be completed and ready for occupancy by said City, which said date shall be not later than the first day of August, 1932; at and for the monthly rental during said term of three hundred seven and 50/100 dollars (\$307.50), payable monthly in advance on the first day of each and every calendar month of said term.

The Ryan Company shall supply and furnish at its own cost all necessary electric light, water, gas, heat and janitor service required in the occupancy and maintenance of said premises.

Said City shall have the right to use and occupy the premises hereby leased, or to sublet all or any portion thereof, for governmental or administrative purposes, - municipal, county, state or Federal.

The City shall have the right to a renewal of this lease upon the same terms and conditions, if it shall so elect, for an additional period of five (5) years.

In the event said City shall elect to take over the ownership and operation of said building, as provided for in that certain lease between said City, as lessor, and said Ryan Company, as lessee, hereinabove mentioned, at any time during the original five year term of this lease, or the continuation or renewal thereof, then this lease shall thereupon terminate and the obligation of the city to pay rent for the space hereby leased immediately cease.

Reference is hereby made to paragraph or subdivision (4) in that certain lease dated the 17th day of March, 1932, by and between said City, as lessor, and said Ryan Company, as lessee, which said paragraph reads as follows:

"(4) 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."

It is expressly understood and agreed by and between the parties hereto that neither this lease, nor the use and occupancy of the portion of said building by said city, or its sublessees hereunder, shall to any degree or extent whatsoever affect, abrogate or lessen the obligation of the said Ryan Company set forth in said foregoing paragraph.

IN WITNESS WHEREOF, 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, and 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, the day and year first hereinabove written.

RYAN SCHOOL OF AERONAUTICS, LTD.
 Lessor.

By T. CLAUDE RYAN
 President

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

THE CITY OF SAN DIEGO,
 Lessee

By RUFUS CHOATE
 R. H. VANDEMAN

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

I hereby approve the form of the foregoing Lease this 18th day of March, 1932.

C. L. BYERS, 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 Building Space lease with Ryan School of Aeronautics at Lindbergh Field. Being Document No. 275108.

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 25th day of September, 1931, 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. 13289 of the ordinances of said City, approved August 24th, 1931, as Lessor, and SPORT FISHER'S CLUB, LTD., a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California, 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:

The east 100 feet of lots 13 and 14, Block 3, Municipal Tidelands
Subdivision Tract No. 1, containing an area of approximately 10,000 square feet.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee for the period of five (5) years beginning on the 25th day of September, 1931, and ending on the 24th day of September, 1936, unless sooner terminated as herein provided; it being understood and agreed in event Lessee shall well and truly keep and perform all of the terms and conditions in this lease contained, and shall in no wise be in default in regard to any thereof, said Lessee shall have the right at its option to have this lease extended for a further period of three (3) years. In event the Lessee shall be entitled and elect to exercise said option for such extension, it shall notify in writing said Harbor Commission of its election to accept such extension at least sixty (60) days prior to the termination of said five-year term.

The rentals herein reserved to be paid by said Lessee are as follows:

Forty dollars (\$40.00) per month, payable in advance on the first day of each and every month for said five-year period or 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 the rental above provided at the end of said five-year period, and/or at any time thereafter during any extension of said term, as hereinabove provided, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Common Council and of the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided.

The Common Council of said City and the Harbor Commission of said City and the people of said City hereby reserve the right and privilege 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 of 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 annulment, change or modification; provided, further, that if the occupancy of said premises hereunder shall at any time interfere with the carrying out of the official Harbor Plan in that section of the tide lands where said premises are located, this lease may be terminated and cancelled by the City of San Diego, or by the Harbor Commission, without expense or damage to said City, and in this connection the Lessee expressly consents to such termination and cancellation and hereby waives any claim for damages or compensation resulting from such termination, other than compensation for the actual value of buildings, structures and physical improvements as hereinabove provided.

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 following, to-wit:

(1) That the demised premises shall be used only and exclusively for the purpose of conducting and maintaining thereon a club for the promotion of water sports, including fishing and sailing; and for serving on said premises sea-food and shore dinners or meals; together with the right to construct such buildings as may be necessary or convenient for conducting and carrying on such business, including the erection and maintenance of a private pier not to exceed three hundred (300) feet in length, and floats adjacent thereto.

(2) That all plans for buildings, structures and other improvements, and all buildings, structures and other improvements, to be erected or placed upon said premises, shall comply with the ordinances and regulations of the City of San Diego, and shall be subject to the approval of the Harbor Commission. That at no time during the life of this lease shall billboards be erected or maintained on said leased premises.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee, if it shall not be in default in payment of any portion of the rents herein reserved, may remove promptly any and all structures erected by it on said premises, at its own cost and expense; but if the same shall not be removed within such reasonable time as the Lessor shall designate, then they shall become the property of the Lessor without cost or charge.

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

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder, and the said Lessee shall forthwith remove from said premises and shall have no further right or claim thereto or interest therein; and that the City shall immediately thereupon, without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder. Said Lessee in accepting this lease hereby acknowledges the right of said City so to do.

(6) This lease shall not be assignable without the consent of the Common Council of the City of San Diego evidenced by ordinance duly adopted; and no portion of said leased premises shall be underlet or sublet without the written consent of said Harbor Commission first had and obtained.

(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 herein are made a part of this lease, with like effect as though the same were expressly set forth herein; and the Lessee does hereby expressly covenant that it will in all respects abide by all such laws; and further, that it will in the use and occupancy of said leased premises and in all business conducted thereon strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and hereafter amended or enacted, applicable thereto.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego, thereunto duly authorized by Ordinance No. 13289 of the Ordinances 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 caused its corporate name to be subscribed hereto, by its President, and attested by its Secretary, the day and year first hereinabove written.

(SEAL)

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

THE CITY OF SAN DIEGO, Lessor.

By RUFUS CHOATE

R. H. VAN DEMAN

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

SPORT FISHER'S CLUB LTD. Lessee.

By ERNEST F. VAN DREDEN

President.

I hereby approve the draft of the foregoing Lease this 25th day of September, 1931.

C. L. BYERS, 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 Tide land Lease with Sport Fisher's Club. Ltd. Being Document No. 275215.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

L E A S E

THIS INDENTURE, made in duplicate, this 28th day of March, 1932, between EARLE S. LOVETT and MARY L. FLETCHER, parties of the first part, hereinafter called Lessors, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter called the Lessee, WITNESSETH:

WHEREAS, the first parties contemplate the removal and rebuilding of the Guymon Building now located on the corner of 8th and E Streets, on Lot "A", Block 58 of Horton's Addition, in the City of San Diego, now occupied by second party as a public library, to the Northeast corner of 9th and E Streets on Lot "F", Block 48 of Horton's Addition, in the City of San Diego, and the installation of a second floor therein and the making of such changes in the building, the major details and improvements being as follows:

First: The installation of the second floor.

Second: The installation of toilet and wash stand and small room in connection therewith on second floor.

Third: The construction of an entrance and a stairway from interior of the first floor to second floor.

Fourth: Proper ventilation for first and second floors.

Fifth: Erection of blinds and fire proof glass on east end of building as required by us to conform to city ordinances, if obligated so to do by the city authorities.

Sixth: The laying of new Mastipave, or its equivalent, over the entire second floor and over that portion of the first floor now covered by floor covering.

Seventh: Making west end of building presentable.

Eighth: Re-varnishing or painting the interior where necessary and making the building ready for occupancy.

Ninth: The proper wiring of the first floor.

Tenth: Such other minor details as may be agreed upon between Miss Plaister and Mr. Ed Fletcher.

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 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 located on Lot "F", Block 48, Horton's Addition, in the City of San Diego, more particularly described as follows: The same space now occupied by the San Diego Public Library on the third and first floors of the Guymon Building, also the additional second floor to be built with improvements as herein described.

TO HAVE AND TO HOLD the said premises for the 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 Five Hundred Fifty Dollars (\$550.00) per month, payable in advance on the first day of each and every month during said term; provided, however, that, if the second party so desires, at its option, by giving 90 days' written notice, it may take over the three offices on the top floor of the Guymon Building not now occupied by said Public Library and, in that event, second party shall pay first parties, an additional rental of Fifty Dollars (\$50.00) per month, making a total of Six Hundred Dollars (\$600.00) per month rent for the entire building. The building shall be ready for occupancy not later than October 15, 1932, and the rent shall commence from the date when said building is completed and ready for occupancy, in no case later than October 15, 1932.

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 Lessors, 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 by the city.

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 Lessors first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, the Lessors 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.

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 Lessors 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 Lessors 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 Lessors 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.

This lease is subject to the United States Government purchasing the North 200 feet of Block 58 of Horton's Addition, in the City of San Diego, for the location of a postoffice, and in the event the same is not so purchased by the United States Government, then this lease to be null and void.

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 Lessors have caused this instrument to be executed, the day and year in this instrument first above written.

EARLE S. LOVETT
MARY L. FLETCHER
Lessors

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO, Lessee
By A. STAHEL JR.
J. J. RUSSO
IRA S. IREY
L. C. MAIRE
J. V. ALEXANDER

I hereby approve the legality & form of the foregoing Lease this 28 day of March, 1932.

C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Earle S. Lovett and Mary L. Fletcher for Branch library. Being Document No. 275311.

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

AGREEMENT FOR CANCELLATION OF LEASE AND OPTION

THIS AGREEMENT, made in duplicate this 28th day of March, 1932, between THE GUYMON COMPANY, LTD., a California 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 parties hereto did, as of the 16th day of July, 1928, enter into a certain written Lease and Option to Purchase (hereinafter sometimes called "said Lease"), covering Lot A in Block 58 of Horton's Addition, San Diego, (hereinafter sometimes called "said property"), according to the terms of said written Lease, reference to which is hereby made with like effect as though the same were set forth in full herein; and

WHEREAS, the Lessor herein is the assignee of the original Lessor named in said Lease, having purchased said property and said Lease having been assigned to it; and

WHEREAS, the United States Government proposes to purchase said property, together with other adjoining property, in order to erect thereon a new Postoffice Building; and each of the parties hereto is desirous of assisting in the completion of said program; and

WHEREAS, while it is definitely understood that the Government intends to erect said building on said property, the purchase thereof may not be completed immediately, and it is possible that something might happen to prevent the consummation of the contemplated deal, in which event the parties hereto desire that said Lease shall remain in full force and effect; and

WHEREAS, in the event said purchase is consummated within six (6) months from March 25, 1932 and the property conveyed to the United States Government, the parties hereto desire to cancel said Lease as of the date said property is so conveyed to the United States Government;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other valuable considerations, receipt whereof is hereby acknowledged, it is mutually agreed as follows:

In the event that said property shall be conveyed to the United States Government within Six (6) months from March 25, 1932, said Lease shall be and the same is hereby cancelled and made of no further force and effect, and each of the parties shall thereupon be released of and from any further liability under said Lease.

Until such conveyance to said United States Government, and in the event no such conveyance is made within Six (6) months from March 25, 1932, said Lease shall remain in full force and effect as at present written.

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.

(SEAL) ATTEST:

THE GUYMON COMPANY, LTP.
By E. T. GUYMON, President
E. T. GUYMON, JR.,
Secretary.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO, Lessee
By J. V. ALEXANDER
A. STAHEL, JR.,
L. C. MAIRE
J. J. RUSSO
IRA S. IREY

Members of the Common Council

I hereby approve the legality and the form of the foregoing Agreement for Cancellation of Lease and Option this 28 day of March, 1932.

C. L. BYERS, City Attorney.

The undersigned, E. T. GUYMON & SON, INC., hereby certifies that it has heretofore conveyed the property described in the foregoing Cancellation Agreement to the Guymon Company, Ltd., and that it has heretofore assigned to said The Guymon Company, Ltd. all of its right, title and interest in and to said Lease. In so far as is necessary to make the foregoing Agreement effective, the undersigned hereby joins therein.

E. T. GUYMON & SON, INC.
By E. T. GUYMON, President
E. T. GUYMON, JR.,
Secretary.

(SEAL) ATTEST:

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for cancellation of lease and option with the Guymon Company et al. Being Document No. 275323.

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

KNOW ALL MEN BY THESE PRESENTS, That LOS ANGELES MANUFACTURING COMPANY, AS Principal and CONTINENTAL CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Indiana as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED (400) DOLLARS (\$400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 March, 1932.

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. Del Mar;

1,000 - linear feet 18" - 3/16" plate electric welded steel pipe; and

1,500 - pounds 18" - 3/16" plate electric welded steel pipe special angles, 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. R. ZOELLER, Sec'y.

LOS ANGELES MFG. CO., Principal
By J. H. MUNDHENK, Pres.

(SEAL)

CONTINENTAL CASUALTY COMPANY, Surety.
By S. A. MORGAN
L. R. VILLARS

Attorneys in fact.

I hereby approve the form of the within Bond, this 28th day of March, 1932.

C. L. BYERS, 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 28th day of March, 1932.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY

Members of the Common Council.

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES, } ss

On this 25th day of March, 1932, before me, G. S. Bliss, a Notary Public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared L. R. Villars and S. A. Morgan known to me to be the persons whose names are subscribed to the within instrument as the attorneys-in-fact of the Continental Casualty Company, and acknowledged to me that they subscribed the name of the Continental Casualty Company thereto as principal and their own names as Attorneys-in-fact.

(SEAL)

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

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 28th day of March, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and LOS ANGELES MANUFACTURING COMPANY 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:

- 1,000 - linear feet 18"x3/16" plate electric welded steel pipe, to be made of steel plates of structural steel quality Class A, to be made in 24-foot lengths with not more than two intervening round seams and one longitudinal seam. One end of each section of pipe shall be belled so that the sections can be joined by bump joints. Each joint of pipe to be capable of withstanding internal hydrostatic pressure sufficient to develop a tensile stress of 16,000 pounds per square inch of plate. The pipe shall be dipped in Petrolastic Cement or its equal in the opinion of the engineer and shall be wrapped with Pabco pipe covering weighing at least 19 pounds per 100 square feet, or its equivalent in the opinion of the engineer.
- 1,500 - pounds 18"-3/16" plate electric welded steel pipe special angles to be fabricated, dipped and wrapped in accordance with requirements for pipe. Pipe to extend not more than 3 feet from point of intersection of angles. (It is expected that about 5 special angles varying from 20° to 45° will be required, exact layout of angles will be furnished later.)
- 2 - 4" pressed steel threaded outlet flanges for welding to 18"-3/16" steel pipe.

All f.o.b. State Highway, Del Mar, 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 FIVE HUNDRED NINETY-NINE DOLLARS (\$1,599.00).

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 26th day of March, 1932.

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 material, and the acceptance of the same by the Common Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price 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 contract 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 hereby 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 A. STAHEL, JR

L. C. MAIRE

J. J. RUSSO

IRA S. IREY

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

LOS ANGELES MANUFACTURING COMPANY

By J. H. MUNDHENK, Pres.

Contractor.

(SEAL) ATTEST:

C. R. ZOELLER

I hereby approve the form of the foregoing contract, this 28th day of March, 1932.

C. L. BYERS, 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 L.S. Manufacturing Co. for furnishing steel pipe to the City of San Diego. Being Document No. 275369.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Kadstrom Deputy.

L E A S E

THIS LEASE, made and entered into in duplicate the Fourteenth day of March 1932, by and between the SAN DIEGO AND ARIZONA RAILWAY COMPANY, a corporation, hereinafter called the "Railway Company", and the CITY OF SAN DIEGO, a Municipality, hereinafter called the "Lessee",

WITNESSETH: That the Railway Company, for and in consideration of the covenants and payments hereinafter mentioned to be performed and made by the Lessee, hereby leases unto said Lessee the following described portion of the premises of said Railway Company at or near Lakeside Station, County of San Diego, State of California, to-wit:

A strip of land one hundred (100) feet in width being fifty (50) feet each side of the former center line of track of the San Diego and Arizona Railway Company, successor to the San Diego Cuyamaca and Eastern Railroad Company between Eng. Survey Station 1163/20 and Eng. Survey Station 1168/34; also a strip of land fifty (50) feet in width being twenty-five (25) feet each side of said former center line of track between Engr. Survey Station 1168/34 and 1207/74.6, said strips of land being more particularly described as follows:

Beginning at a point in the center line of track of the San Diego and Arizona Railway Company's Lakeside Branch, said point being known as Engr. Survey Station 1146/58.7 and is at the intersection of the center line of Benedict Avenue as shown on Map No. 289 of the El Cajon Valley Company's Lands recorded in the office of the County Recorder, said point is also North eight degrees twenty-five minutes (8°25') West three hundred seventy-eight and three-tenths (378.3) feet from the intersection of the center line of said Benedict Avenue with the southerly line of Sycamore Street; thence north seventy degrees (70°00') east five hundred fifteen and four-tenths (515.4) feet to Engr. Sta. 1151/74.1; thence on a tangent curve concave to the left with a radius of eleven hundred forty-six and three-tenths (1146.3) feet a distance of eleven hundred forty-five and nine-tenths (1145.9) feet to a point known as Engr. Survey Station 1163/20 said point being also the true point of commencement of a parcel of land one hundred (100) feet in width, being fifty (50) feet each side of the following described center line; thence continuing along said tangent curve concave to the left with a radius of eleven hundred forty-six and three-tenths (1146.3) feet a distance of one hundred sixty-four and eight-tenths (164.8) feet to Engr. Survey Station 1164/84.8; thence North four degrees thirty-three minutes (4°33') East three hundred forty-nine and two-tenths (349.2) feet to Engr. Survey Station 1168/34.

Also a strip of land fifty (50) feet in width being twenty-five (25) feet each side of the following described center line: Commencing at said Engr. Survey Station 1168/34, thence continuing North four degrees thirty-three minutes (4°33') East two hundred seventy and six-tenths (270.6) feet to a point known as Engr. Survey Station 1171/04.6, which point is at the intersection with the northerly prolongation of the center line of Vine Street, as shown on the filed Map No. 353 of Lakeside filed in the office of the County Recorder, said point being also North eight degrees twenty-five minutes (8°25') West thirteen hundred eighty-nine and eight-tenths (1389.8) feet from the intersection of said center line of Vine Street with the south line of Laurel Street of said subdivision of Lakeside; thence continuing North four degrees thirty-three minutes (4°33') East thirty-six hundred seventy (3670.0) feet more or less to the intersection with the westerly prolongation of the northerly line of Willow Road, as shown on said map of El Cajon Valley Company's Lands, said point being known as Engr. Survey Station 1207/74.6;

said leased premises being more particularly shown colored red upon the plat or map hereto attached and made a part hereof, for the term of One Year from the Fourteenth day of March, 1932.

The rent therefor agreed to be paid is Twenty-five and no/100 Dollars (\$25.00) per annum payable annually in advance.

Lessee hereby acknowledges the title of said San Diego and Arizona Railway Company, and the leasehold estate of the Railway Company, in and to the premises described in this lease, and agrees never to assail or resist said title or leasehold interest.

Lessee covenants and agrees as follows:

1. That said premises shall be used by Lessee solely and exclusively for sinking wells and pumping water therefrom into its reservoirs or pipe lines, and that Lessee will pay the rent hereinbefore reserved, and perform, observe and fulfill all other obligations on Lessee's part herein contained.

2. Not to under-lease or sub-let said leased premises, or any part thereof, or any building or structure thereon, or assign this lease or any interest therein, without the written consent of Railway Company and satisfactory obligation by proposed sub-tenant, sub-lessee or assignee, to be bound by all the terms and provisions of this lease, first had and obtained.

3. To pay before the same become delinquent all taxes levied upon or against said premises and any and all buildings and structures now or hereafter located upon said leased premises, during the life of this lease, but Railway Company may, at all times, pay and discharge any such taxes, and the payments so made by Railway Company will be repaid upon demand by Lessee.

4. During the term of this lease, or any extension thereof, to assume all risk of loss, damage or destruction to buildings or contents, or to any other property brought upon or in proximity to the leased premises by the Lessee, and to any property brought upon the leased premises by any other person with the knowledge or consent of the Lessee, by reason of use of said property by Lessee, and the Lessee hereby agrees to indemnify and hold harmless the Railway Company, and its successors, from and against any and all liability, causes of action, claims or demands which any person may hereafter assert, have, claim or claim to have, arising out of or by reason of any such loss, damage or destruction during said term or extension thereof, including any claim, cause of action or demand which any insurer of such building or other property may at any time assert, or undertake to assert, against the Railway Company.

5. To indemnify and hold harmless the Railway Company from and against any and all liability, causes of action, claims or demands by reason of the acts of Lessee, or the use by it of said leased premises, which any person may hereafter assert, have, claim, or claim to have, by reason of asserted ownership or right to any water which may be taken from said land, or rising out of, or by reason of the pumping of any water from said land.

It is further agreed as follows:

6. That if Lessee shall make default with respect to any covenant, agreement or stipulation upon Lessee's part herein contained, Railway Company may at its option terminate this lease and re-enter upon said leased premises and remove all persons therefrom. The waiver by Railway Company of any default on the part of Lessee shall not be construed as a waiver of any other or subsequent default; neither shall the termination of this lease by Railway Company in any manner herein provided, relieve or release Lessee from any liability which may have attached or accrued prior to or at the time of such termination, nor from any covenant or obligation of indemnity or to hold Railway Company harmless or to pay damages or judgments herein contained.

7. That in case Lessee holds over the term of this lease, such holding over shall be deemed a tenancy only from year to year.

8. This lease may be terminated by either party by giving six months notice in writing to the other, and upon payment or tender to said Lessee of such a proportion of any rent which may have been paid in advance for the then current year as would otherwise have been applicable to the remainder of such current year next succeeding the termination of said tenancy by the notice herein provided for.

9. That upon the expiration or termination of this lease, or any extension or renewal thereof, or holding over said term, by limitation or in any manner herein provided, Lessee, upon demand of Railway Company, without further notice, shall deliver up to Railway Company the possession of said leased premises; and Lessee, provided no default shall at such time exist in respect of any payments or rentals, or in respect of any covenants, agreements or conditions to be kept and performed by Lessee, shall be entitled, within thirty (30) days after such demand, to remove from said leased premises any buildings or structures, pipe lines, pumps, well casings, machinery and equipment, including all fixtures and improvements of every kind or nature whatsoever placed thereon by Lessee, except railroad tracks, switches or appliances connected therewith upon said leased premises or adjacent thereto, which tracks, switches and appliances shall be deemed and held to be the property of the Railway Company and Lessee shall restore said leased premises to the same state and condition in which they existed at the time of occupancy by Lessee. Upon the refusal or failure of Lessee to remove from said leased premises the buildings or structures placed thereon by Lessee within thirty (30) days after such demand of Railway Company, then said buildings and structures shall thereupon become and remain the sole property of Railway Company and Railway Company shall have the right to re-enter upon said leased premises, and remove Lessee, or any person, firm or corporation claiming by, through or under Lessee therefrom.

The Lessee hereby further covenants and agrees:

10. That Lessee will fully pay for all materials joined or affixed to said leased 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 Lessee's instance or request.

11. That in case said leased premises or any part thereof are in the State of California, Lessee will pay all notaries' and recorders' fees necessarily expended by Railway Company to protect its interests, under Chapter II of Title IV, Part III of the Code of Civil Procedure of the State of California.

12. That in case Railway Company shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Lessee shall and will pay to Railway Company reasonable attorney fees in addition to the amount of judgment and costs.

13. That in case Lessee shall (except by Railway Company) be lawfully deprived of the possession of said premises or any part thereof, Lessee shall notify Railway Company in writing, setting forth in full the circumstances in relation thereto, whereupon Railway Company may, at its option, either install Lessee in possession of said premises, or refund to Lessee the pro rata amount of the rental for the unexpired term of the lease, from and after the receipt of such notice, whereupon no claims for damages of whatsoever kind or character incurred by Lessee by reason of such dis-possession shall be chargeable against Railway Company.

THIS LEASE shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, San Diego and Arizona Railway Company has caused its corporate name and seal to be affixed by its President and General Manager, thereunto duly authorized, and The City of San Diego has caused this instrument to be executed by a majority of the members of the Common Council, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL) ATTEST:

W. G. DANIELS, Assistant Secretary

SAN DIEGO AND ARIZONA RAILWAY COMPANY,
By F. L. ANNABLE,
President and General Manager.

Approved for Land Dept.

W. G. DANIELS, Land and Tax Agent

CITY OF SAN DIEGO, Lessee

By J. V. ALEXANDER

A. STAHEL, JR.

L. C. MAIRE

J. J. RUSSO

IRA S. IREY

Description Correct:

C. M. EICHENLAUB, Chief Draftsman

Recommended:

W. R. LOWE, Supt and Chief Engineer

(SEAL) ATTEST: ALLEN H. WRIGHT

City Clerk of the City of San Diego.

Approved as to form:

READ G. DELWORTH, General Counsel

By FRED W. SICK, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between S.D. & Arizona Ry. Co. and City of San Diego, being Document No. 275420.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Kadstrom Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 18th day of April, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the Lessor, acting by and through a majority of the members of the Common Council of said City, and OLIVER SEXSON, 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, described as follows: to-wit:

PARCEL NO. 1:

All that real property particularly described under the heading "Parcel 37" of "Part One" of that certain Indenture entitled: "Lease and option to Purchase," executed by and between SAN DIEGUITO WATER COMPANY, a private corporation, and THE CITY OF SAN DIEGO, a municipal corporation, and dated October 5th, 1925, which description is as follows:

All that portion of Rancho San Bernardo in the County of San Diego, State of California, according to Patent Map of said Rancho recorded in Book 2, page 426 of Patents, in the office of the County Recorder of said San Diego County, lying north of Lot Three (3) of said Rancho, as said Lot Three (3) is shown on Sheet No. 2 of Miscellaneous Map No. 20, filed May 8, 1919, in said Recorder's Office, and bounded and described as follows, to-wit:

Commencing at a point where the northerly line of said Lot Three (3) intersects the easterly line of a certain unnamed road in said Rancho San Bernardo (said road lying easterly of Lots Four (4) and Five (5) as said lots and said road are shown on said Sheet No. 2 of Miscellaneous Map No. 20 filed May 8, 1919, in the office of said County Recorder); running thence north along the easterly line of said unnamed road to the northerly line of that certain tract of land conveyed to Zenas Sikes by deed from Chas. A. Wetmore, et al., recorded in Book 5, page 261, of Deeds, Official Records of said San Diego County; thence in an easterly direction along the northerly line of said tract of land so conveyed to Zenas Sikes by deed as aforesaid, to a point that is north 84-1/4° west 103.64 chains from the northeast corner of said tract of land so conveyed to Zenas Sikes by deed as aforesaid; running thence south 05° 52' west 4071.6 feet, more or less, to the northeast corner of said Lot Three (3); thence in a westerly direction along the northerly line of said Lot Three (3) to the point of commencement;

EXCEPTING therefrom that portion thereof lying below an elevation of 315 feet above sea level, according to the United States Geological Survey datum;

Also EXCEPTING therefrom all that portion thereof lying above an elevation of 395 feet above sea level according to the United States Geological Survey datum;

Also EXCEPTING therefrom all public roads, highways and easements.

PARCEL NO. 2:

Beginning at the northeast corner of the M. Barnett tract; thence south 18° 24-3/4' west 350 feet, more or less, to an intersection with the southeasterly line of that road known as Relocation Route #3, Division 1, for the true point of beginning; thence following the westerly line of an extension of said Relocation Route #3, Division 1, which was an old County highway, in a southerly direction to an intersection of said westerly line with the 315 foot contour, U.S.G.S., of Lake Hodges Reservoir; thence in a northerly, southerly, westerly and southwesterly direction following the said 315 foot contour to its first intersection with the northerly line of that County road known as Relocation Route #3, Division 1; thence following the northerly and northeasterly line of said Relocation Route #3, Division 1, in a northeasterly direction to the point of beginning;

EXCEPTING therefrom the group of buildings together with the land immediately adjacent known as the Hopkins place;

Also EXCEPTING therefrom all public roads, highways and easements.

PARCEL NO. 3:

All that portion of the Rancho San Bernardo adjacent to Lake Hodges Reservoir, more particularly described as follows:

Beginning at the intersection of the westerly line of that certain highway known as County Highway Mission Road #1-A, a map of which road is on file in the office of County Surveyor of San Diego County, State of California, with the north line of the Sikes tract; running thence in a southerly direction following the westerly line of said highway to its intersection with the westerly line of that certain County road known as County Highway Relocation Route #3, Division 1, a map of which road is on file in the office of the County Surveyor of San Diego County; running thence in a southerly direction following the westerly line of said Relocation Route #3, Division 1, to an intersection with the 315 foot contour, U.S.G.S., of Lake Hodges Reservoir; thence following the said 315 foot contour in a southwesterly, northwesterly, southwesterly and northwesterly direction to its most northerly intersection with the westerly line of the Rancho San Bernardo; thence following in a northeasterly line the westerly line of the Rancho San Bernardo to its intersection with the 395 foot contour, U.S.G.S., of Lake Hodges Reservoir; thence following the said 395 foot contour in an easterly, southeasterly, northeasterly, easterly and northwesterly direction to an intersection with the north line of the Sikes tract; thence in an easterly direction following the northerly line of the Sikes tract to the point of beginning;

EXCEPTING therefrom all public roads, highways and easements;

And subject also to all easements, encumbrances and liens of every kind, 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 Lessee, for a period of five (5) years, commencing on the 17th day of March, 1932, and ending on the 16th day of March, 1937, unless sooner terminated as herein provided, at the following rental:

Three hundred twenty-five dollars (\$325.00) per year, payable in equal quarterly installments, in advance, during the term of this lease.

112977661

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;

(b) That the Lessee will use the land for agricultural and grazing purposes only; and that Lessee will cultivate the lands 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;

(c) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the 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;

(d) That the Lessor shall have 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 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.

(e) 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, and for the purpose of water development; 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 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 by 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, 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, Lessor

By A. STAHEL, JR.

L. C. MAIRE

J. J. RUSSO

IRA S. IREY

Members of the Common Council.

OLIVER SEXSON, Lessee

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

I hereby approve the form of the foregoing Lease, this 29 day of March, 1932.

C. L. BYERS, City Attorney

By GILMORE TILLMAN,

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. 275540.

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 18th day of April, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and HARRY MILENDER hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13467, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 7th day of March, 1932, and approved by the Mayor of said City on the 7th day of March, 1932, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate 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 three (3) years, beginning on the 1st day of March, 1932, and ending on the 28th day of February, 1935, at the following rentals: For the sum of fifteen dollars (\$15.00) per month, payable in advance at the office of the Lessor on the 1st of each month during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for residential purposes only, and no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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, 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.

CITY OF SAN DIEGO,
By J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council

HARRY A. MILENDER, Lessee.

I hereby approve the form of the foregoing lease this day of , 19 .

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Harry Milender, being Document No. 275588.

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 18th day of April, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and HARRY MILENDER hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Ordinance No. 13469, of the Ordinances of the City of San Diego, passed and adopted by the Common Council of said City on the 7th day of March, 1932, and approved by the Mayor of said City on the 7th day of March, 1932, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

That certain triangular tract of land bounded on the south by the north line of the Mirimar-Camp Kearney Road, on the east by the west line of Rose Canyon Road, on the west by the east line of the La Jolla Canyon Road; containing approximately one acre.

For a term of three (3) years, beginning on the 1st day of March, 1932, and ending on the 28th day of February, 1935, at the following rentals: A monthly rental of Sixty Dollars (\$60.00), payable in advance on the first day of each and every month during said term, at the office of the Lessor.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for the operation and maintenance thereon of an oil station, garage and lunch stand, and for no other purpose or purposes.

Second. 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 in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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, 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.

CITY OF SAN DIEGO
By J. V. ALEXANDER
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council.

HARRY A. MILENDER, Lessee
I hereby approve the draft of the foregoing lease this day of , 1932.
C. L. BYERS, City Attorney
By GILMORE TILMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Harry Milender, being Document No. 275589.

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

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING 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 ONE THOUSAND SIX HUNDRED TWENTY-FIVE Dollars (\$1,625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of April, 1932.

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:

12,600' - 6" Class B, sand cast iron pipe and
3,600' - 4" " " " " " "

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

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

(SEAL) R. E. HAZARD CONTRACTING COMPANY
By O. M. HALL, Vice Pres., Principal

(SEAL) PACIFIC INDEMNITY COMPANY, Surety
By D. R. BECK, Attorney-in-Fact.

I hereby approve the form of the within Bond, this 9th day of April, 1932.
C. L. BYERS, City Attorney
By GILMORE TILMAN, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 18th day of April, 1932.

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

A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 8th day of April in the year one thousand nine-hundred and Thirty-two, 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)

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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of April, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. E. HAZARD CONTRACTING COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

12,600 - feet of 6", Class B, sand cast iron pipe; and
3,600 - feet of 4", Class B, Sand cast iron pipe,

in accordance with American Water Works Association Standard Specifications for cast iron pipe.

Delivery f.o.b. Hazard yard, 2548 Kettner Boulevard, San Diego, California.

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

12,600' - 6", Class B, sand cast iron pipe, per foot - \$0.431
3,600' - 6", " " " " " " " " " " " " " " - \$0.296

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 First day of January, 1933.

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:

Upon completion of delivery of said material, 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.

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

THE CITY OF SAN DIEGO
A. STAHEL, JR.
L. C. MAIRE
J. J. RUSSO
IRA S. IREY
Members of the Common Council.

(SEAL)

R.E. HAZARD CONTRACTING CO., Contractor
O. M. HALL, Vice Pres.
C. L. BYERS, City Attorney
By H.B. DANIEL, Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with R. E. Hazard Contracting Co., being Document No. 275598.

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 9th day of April, 1932, by and between WILLIAM P. BELL, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, acting by and through A. V. Goeddel, Superintendent of the Purchasing Department of said City, pursuant to the authority conferred upon him by Resolution No. 57817, passed and adopted by the Common Council of said City on the 11th day of January, 1932, party of the second part, WITNESSETH:

That the party of the first part, in consideration of the covenants and agreements herein to be performed by the party of the second part, agrees to furnish to the party of the second part a plan of an eighteen-hole golf course, together with a complete watering system appurtenant thereto; a copy of which said plan is hereunto annexed, marked Exhibit "A".

The party of the first part further agrees that should other or further plans be for any reason required in or about the construction of said golf course and/or said appurtenant watering system, he will prepare such plans and furnish them to the party of the second part upon demand.

The party of the first part further agrees to manage and superintend the construction of said eighteen-hole golf course upon that portion of Balboa Park, in The City of San Diego, shown and designated upon the plan thereof hereunto annexed, marked Exhibit "A".

The supervision of the construction of said golf course shall include the laying of all appurtenant pipe lines and fixtures, the preparation, grading and seeding of all fairways, the building, grading and seeding of all greens, the construction of all traps and bunkers, and the performance of any and all supervisorial services necessary to the completion in a first class, workmanlike manner of the proposed golf course, as shown and designated on the plan annexed hereto, marked Exhibit "A".

For and in consideration of the performance by the party of the first part of the services hereinbefore designated, the party of the second part agrees to pay to the party of the first part the sum of five thousand dollars (\$5000.00), as follows:

One thousand dollars (\$1000.00) upon the signing of this contract; five hundred dollars (\$500.00) on the first day of May, 1932, and five hundred dollars (\$500.00) on the first day of each and every succeeding month until a total sum of four thousand dollars (\$4000.00) shall have been paid; and the sum of one thousand dollars (\$1000.00), (being the unpaid balance of said five thousand dollars (\$5000.00)), shall be paid to said party of the first part fifteen (15) days after the completion of said golf course and its acceptance by the Common Council of The City of San Diego.

It is mutually understood and agreed that the sum of five thousand dollars (\$5000.00) provided in the last preceding paragraph, shall be paid to and accepted by said party of the first part as compensation in full for all services rendered or to be rendered by said party of the first part in or about the construction of said golf course and appurtenant watering system, either prior to the date of the execution of this contract or subsequent thereto.

It is further mutually understood and agreed that the construction of said golf course and appurtenant watering system is now in progress and will be by both parties diligently prosecuted to completion.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through the Superintendent of the Purchasing Department of said City, under and pursuant to a resolution authorizing such execution, and the said party of the first part has hereunto subscribed his name.

WM. P. BELL, Party of the First Part.

Approved as to funds
available - April 9th, 1932.
G. F. WATERBURY, Auditor & Controller.

THE CITY OF SAN DIEGO
By A. V. GOEDDEL
Superintendent of the Purchasing Department, Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 8 day of April, 1932.

C. L. BYERS, City Attorney.
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with William P. Bell, being Document No. 275636.

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

By August M. Hadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That HAZARD GOULD & 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 TWO HUNDRED NINETEEN Dollars (\$2,219.00), 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 22nd day of April, 1932

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to

Furnish and deliver the following galvanized pipe and fittings, in accordance with City of San Diego Specifications, Series 2-29, for Public Improvements:

27,000	feet of 2-inch pipe;
15,000	" " 1-1/2 inch pipe;
20,000	" " 1-inch pipe;
50	1-inch service cocks;
50	3/4-inch Crane Co. garden valves No. 58;
225	1-1/2-inch x 1 reducing elbows;
24	45° 2-inch elbows;
200	1-inch elbows;
12	1-1/2-inch elbows;
24	2-inch elbows;
75	2-inch crosses;
50	2x1x2x1 crosses
90	2-inch tees
100	2x1x2 tees;
70	1x2x1 tees;
30	1-1/2 tees;
150	2x1-1/2-inch bushings;
125	2x1 bushings;
60	1-1/2x1-inch bushings;
50	1-inch caps;
10	1-1/2-inch caps;
12	1-inch caps

Delivery f.o.b. dock San Diego, California., for the contract price set forth in the contract therefor.

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:
E. E. EVERSOLE, SEC.

(SEAL) ATTEST:
BLANCHA YEAGER

HAZARD GOULD & COMPANY (SEAL)
C. R. DUNBAR, V. P., Principal

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety.

By MAE WILLIAMS, Attorney

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 22nd day of April in the year One Thousand Nine Hundred and thirty two 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 said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission expires
Mch. 12, 1934

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

I hereby approve the form of the within Bond, this 24 day of April, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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 April, 1932.

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

A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
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 April, 1932, by and 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 and deliver to said City:

27,000	feet of 2-inch pipe;
15,000	" " 1-1/2 inch pipe;
20,000	" " 1-inch pipe;
50	1-inch service cocks;
50	3/4-inch Crane Co. garden valves No. 58;
225	1-1/2-inch x 1 reducing elbows;
24	45° 2-inch elbows;
200	1-inch elbows;
12	1-1/2-inch elbows;
24	2-inch elbows;
75	2-inch crosses;
50	2xl x 2xl crosses;
90	2-inch tees;
100	2xl x 2 tees;
70	1x2xl tees;
30	1-1/2 tees;
150	2xl-1/2-inch bushings;
125	2xl bushings;
60	1-1/2xl-inch bushings;
50	1-inch caps;
10	1-1/2-inch caps;
12	1-inch caps;

In accordance with City of San Diego Specifications, Series 2-29, for Public Improvements. 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:

2" galv. pipe, per hd. feet,	\$18.27
1-1/2" " " " " "	\$13.58
1" " " " " "	\$ 8.39
Fittings, total sum of	\$225.00

Said contractor agrees to begin delivery of said material within 30 days from and after the date of the execution of this contract, and to complete said delivery on or before the 3d day of June, 1932.

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 material, 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 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, City Clerk.
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
By A. STAHEL, JR.
L. C. MAIRE
JOSEPH J. RUSSO
IRA S. IREY
Members of the Common Council.

HAZARD GOULD & COMPANY, Contractor.
C. R. DUNBAR, V.P.

I hereby approve the form of the foregoing contract, this 24th day of April, 1932.

C. L. BYERS, City Attorney
By GILMORE, TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Hazard Gould & Company, being Document No. 275803.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Wadstrom 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 FOURTEEN DOLLARS (\$14.00) 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 6th day of May, 1932.

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 AVENUE, 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 Avenue 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:
J. A. CANNON, Secretary.

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary.

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

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

On this 6th day of May, in the year nineteen hundred thirty-two 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.

(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 2nd day of May, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 58274 passed and adopted on the 18th day of April, 1932, require and fix the sum of \$14.00 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
EIGHTH AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 16th day of May, 1932, 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 AVENUE, 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 Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California. Such furnishing of electric current shall be for the period of one year from and after the 1st of January, 1932, to-wit, to and including the 31st day of December, 1932.

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 and Assessment for Eighth Avenue Lighting District No. 1", filed November 6, 1931 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 Forty-three and 40/100 Dollars (\$43.40) 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 "Eighth Avenue Lighting District No. 1 Fund".

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 Ten and 84/100 Dollars (\$10.84) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty-three and 40/100 Dollars (\$43.40) shall be paid out of any other fund than said special fund designated as "Eighth 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 Forty-three and 40/100 Dollars (\$43.40).

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 Ten and 84/100 Dollars (\$10.84), 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 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:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, Jr.
A. W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

I hereby approve the form of the foregoing Contract, this 2nd day of May, 1932.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Co., being Document No. 276037.

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

UNDERTAKING FOR STREET LIGHTING
EIGHTH AVENUE LIGHTING DISTRICT NO. 1
(MAINTENANCE)

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 TEN DOLLARS (\$10.00), 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 21st day of May, 1932.

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 AVENUE, 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 Avenue 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:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, Principal

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

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

On this 21st day of May, in the year nineteen hundred thirty-two, 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.

(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 20th day of May, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 58361 passed and adopted on the 16th day of May, 1932, require and fix the sum of \$10.00 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 AVENUE LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 23rd day of May, 1932, 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on EIGHTH AVENUE, 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 Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California.

Such furnishing of the maintenance and repair of appliances shall be for the period of one year from and after the 1st of January, 1932, to-wit, to and including the 31st day of December, 1932.

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 and Assessment for Eighth Avenue Lighting District No. 1", filed November 6, 1931, 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 and 68/100 Dollars (\$7.68) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Thirty and 72/100 Dollars (\$30.72) 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 "Eighth Avenue Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Thirty and 72/100 dollars (\$30.72) shall be paid out of any other fund than said special fund designated as "Eighth 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 Thirty and 72/100 Dollars (\$30.72).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Seven and 68/100 Dollars (\$7.68), 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 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:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER

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

THE CITY OF SAN DIEGO
By J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the draft of the foregoing contract, this 20th day of May, 1932.

C. L. BYERS, City Attorney.
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 276291.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Wadstrom 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 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 THIRTY-ONE DOLLARS (\$331.00), 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 21st day of May, 1932.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED & 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 westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street; PROSPECT STREET, between La Jolla Boulevard and Cave Street; PROSPECT PLACE, between Cave Street and Blue Bird Lane; GIRARD AVENUE, between Silverado Street and Prospect Street; HERSCHEL AVENUE, between Silverado Street and Prospect Street; and WALL STREET, between Girard Avenue and Ivanhoe 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) ATTEST:
J. A. CANNON, Secretary
(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
L. M. KLAUBER, 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 21st day of May, in the year nineteen hundred thirty-two, 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.

(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 20 day of May, 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58357 passed and adopted on the 16th day of May, 1932, require and fix the sum of \$331.00 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
LA JOLLA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 23rd day of May, 1932, 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 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 the maintenance and repair of the posts, poles, wires, conduits and lamps, together with other necessary works and appliances for lighting purposes, for the lighting of the ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

LA JOLLA BOULEVARD, between the westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street;

PROSPECT STREET, between La Jolla Boulevard and Cave Street;

GIRARD AVENUE, between Silverado Street and Prospect Street;

HERSCHEL AVENUE, between Silverado Street and Prospect Street; and

WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of maintenance and repair of appliances shall be for the period of one year from and after January 1, 1932, to-wit, to and including December 31, 1932.

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 and Assessment for La Jolla Lighting District No. 1", filed October 9, 1931 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Sixty-four and 36/100 Dollars (\$264.36) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Fifty-seven and 44/100 Dollars (\$1057.44) 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 "La Jolla Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of One Thousand and Fifty-seven and 44/100 Dollars (\$1057.44) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Fifty-seven and 44/100 Dollars (\$1057.44).

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 Two Hundred Sixty-four and 36/100 Dollars (\$264.36), 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 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:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By J. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

I hereby approve the draft of the foregoing Contract, this 20th day of May, 1932.

C. L. BYERS, City Attorney.

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 276287.

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

By August M. Wadstrom Deputy.

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 TWO HUNDRED THIRTY-EIGHT DOLLARS (\$238.00), 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 21st day of May, 1932.

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 AVENUE, 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 Avenue and the westerly line of Park 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:
J. A. CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, 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 21st day of May, in the year nineteen hundred thirty-two, 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.

(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 20th day of May, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58359 passed and adopted on the 16th day of May, 1932, require and fix the sum of \$238.00 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
(MAINTENANCE)

THIS AGREEMENT, made and entered into this 23rd day of May, 1932, 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 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit: FOURTH AVENUE, 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 Avenue and the westerly line of Park Boulevard.

Such furnishing of maintenance and repair of appliances shall be for a period of one year from and after March 16, 1932, to-wit, to and including March 15, 1933.

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 and Assessment for University Avenue Lighting District No. 2", filed December 10, 1931 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 Ninety and 32/100 Dollars (\$190.32) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Seven Hundred Sixty-one and 28/100 Dollars (\$761.28) 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 Seven Hundred Sixty and 80/100 Dollars (\$760.80) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2".

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 Sixty and 80/100 Dollars (\$760.80).

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 One Hundred Ninety and 20/100 Dollars (\$190.20), 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 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:
J. A. CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER

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

THE CITY OF SAN DIEGO
By J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

Members of the Council.

I hereby approve the draft of the foregoing Contract, this 20th day of May, 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, for Univ. Ave. #2 Maintenance, with San Diego Consolidated Gas & Electric Company, being Document No. 276288.

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

By August M. Blakiston 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 TWO HUNDRED FOUR DOLLARS (\$204.00), 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 21st day of May, 1932.

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, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MOANA DRIVE, TARENTO DRIVE, SAVOY 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, within the limits described in Resolution of Intention No. 57312, adopted by the Common Council on October 1, 1931, 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:
J. A. CANNON, Secretary

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, 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 21st day of May, in the year nineteen hundred thirty-two, 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.

(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 20th day of May, 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58358 passed and adopted on the 16th day of May, 1932, 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
SUNSET CLIFFS LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 23rd day of May, 1932, 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 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 the maintenance and repair of the posts, poles, wires, conduits and lamps, together with other necessary works and appliances for lighting purposes, 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;
CORNISH DRIVE, for its entire length;
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 Savoy Street;
SAVOY 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.

Such furnishing of maintenance and repair of appliances shall be for a period of 9 months and 18 days from and after December 13, 1931, to-wit, to and including September 30, 1932.

~~Such furnishing of maintenance and repair of appliances shall be for a period of 9 months and 18 days from and after December 13, 1931, to-wit, to and including September 30, 1932.~~

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 and Assessment for Sunset Cliffs Lighting District No. 1", filed October 5, 1931, 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 \$816.00, as follows: Nine (9) 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. 1 Fund", each of said monthly warrants to be drawn for the sum of \$84.99, and one warrant for the sum of \$51.09, to cover the additional 18 days of said term.

And it is further mutually agreed that no part or portion of said sum of Eight Hundred Sixteen Dollars (\$816.00) 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 Eight Hundred 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, 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 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:
J. A. CANNON, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT JOSEPH J. RUSSO
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

Members of the Council.

I hereby approve the draft of the foregoing Contract, this 20th day of May, 1932.

C. L. BYERS, City Attorney.

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 276289.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE
Office of the Secretary
Washington

NOTICE OF RENEWAL

May 28, 1930.

Members of the Common Council,
The City of San Diego,
San Diego, California.

Gentlemen:

You are advised that, under the terms of an option conferred upon me by the following instrument: A lease dated July 2, 1923, the terms and conditions of which provide for this notice and the leasing by you to the Government of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period beginning April 1, 1923, and ending June 30, 1924, subject to renewal thereafter in accordance with the terms thereof, - - - I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1930, and ending June 30, 1931, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R. W. DUNLAP

Acting Secretary of Agriculture.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of renewal from Department of Agriculture on P.L. Lease. Being Document No. 257833.

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. 2. (current)

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-EIGHT DOLLARS (\$468.00), 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 21st day of May, 1932.

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 AVENUE, 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 Avenue and the westerly line of Park 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 E. M. KLAUBER
Principal

(SEAL) ATTEST:
J. A. CANNON
Secretary.

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 21st day of May, in the year nineteen hundred thirty-two 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.

(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 23rd day of May, 1932.
C. L. BYERS, City Attorney.
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 58236 passed and adopted on the 4th day of April, 1932, require and fix the sum of \$468.00 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.
(Current)

THIS AGREEMENT, made and entered into this 23rd day of May, 1932, 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 curb lines of the following streets in the City of San Diego, California, to-wit: FOURTH AVENUE, 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 Avenue and the westerly line of Park Boulevard.

Such furnishing of electric current shall be for a period of one year from and after March 16, 1932, to-wit, to and including March 15, 1933.

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 and Assessment for University Avenue Lighting District No. 2", filed December 10, 1931, 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 Seventy-three and 75/100 Dollars (\$373.75) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Four Hundred Ninety-five and 01/100 Dollars (\$1495.01) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Four Hundred Ninety-five and 01/100 Dollars (\$1495.01) 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 One Thousand Four Hundred Ninety-five and 01/100 Dollars (\$1495.01).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will the City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Three Hundred Seventy-three and 75/100 Dollars (\$373.75), 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 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:
J. A. CANNON, Secretary.

By L. M. KLAUBER

THE CITY OF SAN DIEGO.

By J. F. FORWARD JR.

ALBERT W. BENNETT

LEROY E. GOODBODY

JOSEPH J. RUSSO

JOHN R. BLAKISTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council.

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

I hereby approve the draft of the foregoing Contract, this 20th day of May, 1932.

C. L. BYERS, City Attorney.

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Current on University Avenue Lighting District No. 2 with San Diego Gas & Electric Co. Being Document No. 276290.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadjistras Deputy.

UNITED STATES MARINE CORPS
10 May, 1932

The City of San Diego,
San Diego, California.

Enclosed herewith for your files is copy of renewal of lease for rental of Rifle Range at La Jolla, San Diego, California, during the fiscal year beginning July 1, 1932 (Contract N52m-810).

Yours very truly,

R. H. DAVIS,

Major, A.Q.M., U.S.M.C., Depot Quartermaster.

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 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, naptha 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 10th day of May 1932 elects to renew the said lease for the period of ONE YEAR from and after June 30, 1932 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, 1932 and ending June 30, 1933.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA
By R. H. DAVIS, Major, A.Q.M., U.S.M.C.,
Depot Quartermaster.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease, with United States Government, being Document No. 276371.

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

B O N D
GREAT AMERICAN INDEMNITY COMPANY
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That we, THE RADIERA CORPORATION, as Principal and the GREAT AMERICAN INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of New York and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, in the sum of THIRTY-TWO HUNDRED FIFTY & NO/100 DOLLARS (\$3,250.00), lawful money of the United States of America, for the payment whereof 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, sealed with our seals and dated this 31st day of May 1932.

The condition of the foregoing obligation is such that, whereas the above-bounden Principal has entered into a contract, dated May 31, 1932, with said CITY OF SAN DIEGO, to sell, deliver, and install for the said City of San Diego, a short-wave radio broadcast transmitter to conform in all particulars to the requirements set forth in those certain specifications filed in the office of the City Clerk on the 14th day of March, 1932, marked "Document No. 275040".

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of said contract to be performed by said Principal, as in said contract set forth, then this bond shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, and this instrument is to be executed by the Company and accepted by the obligee on the following express conditions which shall be precedent to the right of recovery hereunder.

1. That the maintenance guarantee of one year shall apply and become effective after the said obligee has accepted and fully paid for the work performed by the said principal.
2. This guarantee does not cover any infringement of patents arising and/or resulting from the use by the obligee of any material, article or appliance furnished and/or supplied to said obligee pursuant to this contract.

(SEAL)

THE RADIERA CORPORATION
W. D. THOMPSON, Principal

(SEAL)

GREAT AMERICAN INDEMNITY COMPANY
By L. McCAGG, Attorney-in-fact
By E. K. JAMES, Attorney-in-fact.

I approve the form of the foregoing Bond this 31st day of May, 1932.
GILMORE TILLMAN

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 31st day of May in the year one thousand nine hundred and Thirty-two, 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 1-12-34

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, THE RADIERA CORPORATION, of San Diego, California (hereinafter called the Principal), as Principal, and W.D. THOMPSON and Ellen Thompson, of San Diego, California, as Sureties, are jointly and severally held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, (hereinafter called the Oblige), in the penal sum of Three thousand dollars (\$3,000.00), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, we and each of us hereby bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Dated this 31 day of May, 1932.

WHEREAS, said Principal has entered into a certain Contract in writing, bearing date May 31, 1932, 1932, with the said Oblige, a copy of which is attached hereto, and is hereby referred to and made a part hereof, said Contract providing for the furnishing by the Principal to the Oblige of a short-wave radio broadcast transmitter, and the installation thereof by the Principal; and

WHEREAS, in or about the construction or installation of the short-wave radio broadcast transmitter referred to in said contract; the Principal may use or cause to be used some patented invention, article, appliance, process, or combination; and

WHEREAS, all or some part of said short-wave radio broadcast transmitter may be composed of patented inventions, articles, appliances, processes or combinations; NOW, THEREFORE,

THE CONDITION OF THIS BOND IS SUCH that if the above bounden principal shall at all times indemnify and save harmless the Obligee from and against any and all damages, costs, charges and expenses (and all actions or suits, whether ground-less or otherwise), by reason of the use by said Principal of any patented inventions, articles, appliances, processes or combinations, in the construction or installation of said short-wave radio broadcast transmitter;

And shall at all times indemnify and save harmless the Obligee from and against any and all damages, costs, charges and expenses (and all actions or suits, whether groundless or otherwise), by reason of the sale to or use or possession by said Obligee of any patented inventions, articles, appliances, processes or combinations sold, furnished or supplied to said Obligee by said Principal, pursuant to the terms of the annexed Contract, then this obligation is to be void; otherwise to remain in full force and effect.

PROVIDED, further, that any and all loss or damage which may be suffered by the Obligee through inability to use and maintain all or any part of the short-wave radio broadcast transmitter furnished said Obligee pursuant to the annexed Contract, by reason of the injunction of said use or maintenance by any court of competent jurisdiction, shall be deemed to constitute "damage," within the meaning of this instrument.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed and its corporate name and seal to be hereto attached by its proper officer, thereunto duly authorized, and the said Sureties have hereunto set their hands the day and year first hereinabove written.

(SEAL)

THE RADIERA CORPORATION, Principal
By W. D. THOMPSON, President.
Attest WM. O. HEATHCOTE, Secretary

W. D. THOMPSON
ELLEN M. THOMPSON, Sureties
this 31 day of May, 1932.
C. L. BYERS, City Attorney
by GILMORE TILLMAN, Deputy City Attorney

I hereby approve the form of the within Bond

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 31 day of May, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, by and through its Council, hereinafter sometimes designated as the City, and THE RADIERA CORPORATION, a corporation, party of the second part, hereinafter sometimes designated as the Seller, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the Seller by the City, in manner and form as hereinafter provided, the Seller hereby covenants and agrees to and with the City to sell and deliver to the City a short-wave radio broadcast transmitter to conform in all particulars to the requirements set forth in those certain specifications filed in the office of the City Clerk on the 14th day of March, 1932, marked "Document No. 275040", a full, true and correct copy of said specifications being hereunto annexed, marked Exhibit "A" and hereby incorporated herein and made a part hereof, as though in this paragraph fully set forth.

It is mutually covenanted and agreed that said radio broadcast transmitter shall be deemed to have been delivered to said City only when it shall have been completely installed in a building constructed or to be constructed by The City of San Diego within the confines of Balboa Park in said City, and that all expenses in connection with the delivery of said radio broadcast transmitter shall be borne by the Seller.

The Seller agrees to complete the delivery of said radio broadcast transmitter within ninety (90) days from and after the execution of this contract. The Seller guarantees that said radio broadcast transmitter and every part and portion thereof shall function for a period of one year from date of delivery, to the satisfaction of the Manager of The City of San Diego, and agrees that should said broadcast transmitter or any part or portion thereof, (save and except the vacuum tubes), at any time during such period of one year, fail to function in a manner satisfactory to the Manager of said City, and should such failure so to function be due to any cause other than negligence on the part of The City of San Diego, its officers, agents or employees, the said Seller will, without cost or expense to the City, replace and reinstall said broadcast transmitter or any such part or portion thereof.

Said City, in consideration of the faithful performance by said Seller of each, every and all of the covenants on the part of said contract herein undertaken to be performed, and the acceptance of said work by the Council of The City of San Diego, will pay to said Seller, in warrants drawn upon the proper fund of said City, the sum of Three Thousand two hundred fifty dollars (\$3,250.00), payable as follows:

Two thousand seven hundred sixty-two and 50/100 dollars (2762.50), upon the acceptance by the Council of The City of San Diego of said broadcast transmitter complete and installed, said acceptance to be based on a satisfactory, successful operation test;

Four hundred eighty-seven and 50/100 dollars (\$487.50), thirty-five (35) days after said acceptance by said Council of The City of San Diego.

It is mutually covenanted and agreed that no interest in this agreement shall be transferred by the Seller 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 understood and agreed 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 Council of said City, under and pursuant to a resolution authorizing said execution, and the said Seller has caused these presents to be executed, and its corporate name and seal to be hereto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By J. F. FORWARD, JR.
LEROY E. GOODBODY
JOHN R. BLAKISTON
CHAS. E. ANDERSON
Members of the Council.

(SEAL)

THE RADIERA CORPORATION
By W. D. THOMPSON, President
WM. O. HEATHCOTE, Secretary

I hereby approve the form of the foregoing Contract, this 20 day of May, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

CERTIFICATE OF AUDITOR AND COMPTROLLER. I hereby certify that the money required for the annexed Contract is in the Treasury to the credit of the appropriation from which it is to be drawn, and that it is otherwise unencumbered.

Dated May 31, 1932.

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego,
California.

SPECIFICATIONS FOR SHORT WAVE
TRANSMITTER FOR THE POLICE DEPT. OF THE
CITY OF SAN DIEGO.

The equipment described in these specifications is for service as a police broadcast transmitter and full consideration in designing must be given to the requirements of General Order #85 of the Federal Radio Commission, dated April 8, 1930, which General Order defines the service and characteristics of police broadcast transmitters.

The transmitter shall consist of four major units as follows: the transmitter, the power supply, the speech input, and the antenna system.

1. TRANSMITTER

Frequency Range

The transmitter must be designed so that it can be adjusted to 2430 kilocycles, which has been assigned to the Police Department.

Frequency Control

The frequency shall be controlled by a quartz crystal accurately ground to the assigned frequency. Two such crystals provided (one control, one spare) to be housed in an individual insulated container, electrically heated and thermostatically controlled. This unit must be provided with the proper Centi-grade thermometer arranged so that it will show reading at front panel; also, this unit is to have a small light behind a green jewel in front panel.

Circuit

Circuit shall be designed to consist of crystal oscillator, two buffer stages, modulating amplifier and power amplifier, and shall have a carrier output of 100 watts at 100 percent modulation with a maximum carrier output of not over 200 watts.

Modulation

Transmitter must be designed to produce 100% modulation.

Parts

All parts of transmitter must be of recognized standard manufacture and of sufficient rating to withstand continuous 200 watt operation. The City reserves the right to decide what constitutes "standard manufacture."

Radioa Specifications - Short Wave Transmitter

Cabinet

The cabinet must be of angle brass or steel, with one steel shelf and balance ^{steel or} aluminum shelves, and is to be well braced and welded. Panel shall be of dead front type, of bakelite or steel. The top, sides and back shall be of metal grill work, hinged and provided with safety switches. Cabinet is to be approximately 3 feet high, by 3 feet wide and 2 feet deep.

II. POWER SUPPLY

Power supply shall be designed to operate from 110 volt, single phase, 60 cycle mains, and to supply the necessary potential power for continuous 200 watt operation. Mercury vapor tubes are to be used in the rectifier unit. Supply must be provided with master control switch and time delay relays.

Parts

All parts of power supply must be of recognized standard manufacture and of sufficient rating to withstand continuous 200 watt operation. The City reserves the right to decide what constitutes "standard manufacture".

Cabinet

Cabinet shall be of angle brass or steel, with one steel shelf and balance steel or aluminum shelves, and shall be well braced and welded. Panel to be of bakelite or steel of the dead front type. The top, sides and back shall be of metal grill work, hinged and provided with safety switches. Cabinet is to be approximately 3 feet high, 3 feet wide and 2 feet deep.

III. SPEECH INPUT

Speech input shall consist of necessary parts to insure true voice amplification and shall be mounted on a separate bakelite panel. This unit shall include two 2-button microphones, one stand, and all necessary batteries and power supply.

IV. ANTENNA

Antenna is to consist of two lattice masts of wood or steel and sufficient strength to withstand all ordinary antenna or wind strain, and of proper ground mat. Antenna proper shall be constructed to match type of transmitter used, but shall be made of good heavy copper wire, with all joints well soldered.

GUARANTEE

Complete transmitter shall have an unconditional guarantee against defects in material and workmanship for one year, with the exception of tubes and batteries which must carry the customary manufacturer's guarantee.

INSTALLATION

The complete broadcast transmitter as herein specified is to be installed in a location and building to be selected and constructed within the confines of Balboa Park by the City of San Diego; and equipment and complete installation to be in accordance with these specifications and subject to supervision of engineers to be designated by the Purchasing Agent of the City of San Diego; final approval and acceptance, based on satisfactory successful operation test of complete broadcast transmitter, to rest entirely with the Common Council of the City of San Diego, it being understood and agreed that no payments are to be made to contractor until complete installation is accepted. In addition to the foregoing, it is understood and agreed that contractor must begin work in ten days after signing contract, and must complete installation within ninety days thereafter.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Radiera Corporation, being Document No. 276373.

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 THIRTY-THREE DOLLARS (\$33.00), 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, 1932.

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.

(SEAL) ATTEST:

J. A. CANNON, Secretary

(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) ss
COUNTY OF SAN DIEGO)

On this 23rd day of June, in the year nineteen hundred thirty-two, 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 23rd day of June, 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58503 passed and adopted on the 20th day of June, 1932, require and fix the sum of \$33.00 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
(maintenance)

THIS AGREEMENT, made and entered into this 27th day of June, 1932, 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 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on GARNET STREET, between the westerly line of Cass Street and the northeasterly line of Ocean Boulevard, in the City of San Diego, California

Such furnishing of maintenance and repair of appliances shall be for a period of one year from and after April 25, 1932, to-wit, to and including April 24, 1933.

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 and Assessment for Garnet Street Lighting District No. 1", filed January 28, 1932, 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 Twenty-six and 20/100 Dollars (\$26.20) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Hundred Four and 80/100 Dollars (\$104.80) 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 "Garnet Street Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of One Hundred Four and 80/100 Dollars (\$104.80) 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 One Hundred Four and 80/100 Dollars (\$104.80).

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 Twenty-six and 20/100 Dollars (\$26.20), 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 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:
J. A. CANNON, Secretary

(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. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
J. J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the form of the foregoing Contract, this 23rd day of June, 1932.
C. L. BYERS, City Attorney.
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Co., being Document No. 276748.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Wadstrom 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-SIX DOLLARS (\$66.00), 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, 1932.

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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

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

On this 23rd day of June, in the year nineteen hundred thirty-two, 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 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 23 day of June, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58502 passed and adopted on the 20th day of June, 1932, require and fix the sum of \$66.00 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 GARNET STREET LIGHTING DISTRICT NO. 1 (current)

THIS AGREEMENT, made and entered into this 27th day of June, 1932, 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 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.

Such furnishing of electric current shall be for a period of one year from and after April 25, 1932, to-wit, to and including April 24, 1933.

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 and Assessment for Garnet Street Lighting District No. 1", filed January 28, 1932, 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-two and 63/100 Dollars (\$52.63) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Ten and 53/100 Dollars (\$210.53) 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."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Ten and 53/100 Dollars (\$210.53) 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 Hundred Ten and 53/100 Dollars (\$210.53).

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-two and 63/100 Dollars (\$52.63); 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 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:
J. A. CANNON, Secretary

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

THE CITY OF SAN DIEGO
By J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
J. J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

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

I hereby approve the form of the foregoing Contract, this 23rd day of June, 1932.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 276749.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Shadstrom 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 Eighteen Dollars (\$18.00), 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, 1932.

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 C STREET, between India 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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary.

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

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 23rd day of June, in the year nineteen hundred thirty-two, 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.

(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 23rd day of June, 1932.

C. L. BYERS, City Attorney
By M.R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58504 passed and adopted on the 20th day of June, 1932, require and fix the sum of \$18.00 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
C STREET LIGHTING DISTRICT NO. 1
(Current)

THIS AGREEMENT, made and entered into this 27th day of June, 1932, 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 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 C STREET, between India Street and Kettner Boulevard, in the City of San Diego, California

Such furnishing of electric current shall be for the period of 6 months and 4 days from and after December 28, 1931, to-wit, to and including June 30, 1932.

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 and Assessment for C Street Lighting District No. 1", filed December 30, 1931 in the office of the City Clerk of said City of San Diego.

And said second party hereto agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$14.14 as follows: Six (6) 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 \$2.62, and one warrant for the sum of \$0.22, to cover the additional four (4) days of said term.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$56.44 as follows: Six (6) monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control the City Treasurer of said City, designated as the "C" Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$9.25, and one warrant for the sum of \$0.94 to cover the additional four (4) days of said term.

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Fifty-six and 44/100 Dollars (\$56.44) shall be paid out of any other fund than said special fund designated as "C 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 Fifty-six and 44/100 Dollars (\$56.44).

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 fourteen and 14/100 Dollars (\$14.14), 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 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:
J. A. CANNON, Secretary

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

THE CITY OF SAN DIEGO
By J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
J. J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

Members of the Council.

I hereby approve the form of the foregoing Contract, this 23rd day of June, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 276750.

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 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 EIGHT DOLLARS (\$8.00) 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, 1932.

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 C STREET, between India 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

(SEAL) ATTEST:
J. A. CANNON, Secretary.

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 23rd day of June, in the year nineteen hundred thirty-two, 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.

(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 23rd day of June, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58505, passed and adopted on the 20th day of June, 1932, require and fix the sum of \$8.00 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 C STREET LIGHTING DISTRICT NO. 1 (maintenance)

THIS AGREEMENT, made and entered into this 27th day of June, 1932, 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 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 the maintenance and repair of poles, posts, wires, conduits, lamps and other necessary work and appliances for the ornamental street lights located on C STREET, between India Street and Kettner Boulevard, in the City of San Diego, California.

Such furnishing of maintenance and repair of appliances shall be for the period of 6 months and 4 days from and after December 28, 1931, to-wit, to and including June 30, 1932.

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 and Assessment for C Street Lighting District No. 1", filed December 30, 1931, 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 \$5.77 as follows: Six (6) 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 \$0.95, and one warrant for the sum of \$0.07, to cover the additional four (4) days of said term.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$23.06 as follows: Six (6) 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 "C Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$3.78, and one warrant for the sum of \$0.38 to cover the additional four (4) days of said term.

And it is further mutually agreed that no part or portion of said sum of Twenty-three and 06/100 Dollars (\$23.06) shall be paid out of any other fund than said special fund designated as "C 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 Twenty-three and 06/100 Dollars (\$23.06).

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, other than said sum of Five and 77/100 Dollars (\$5.77), 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 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:
J. A. CANNON, Secretary

(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. F. FORWARD, JR.
ALBERT W. BENNETT
LE ROY E. GOODBODY
J. J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the form of the foregoing Contract, this 23rd day of June, 1932.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas and Electric Company, being Document No. 276751.

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

NOTICE OF RENEWAL
DEPARTMENT OF COMMERCE - OFFICE
SUPERINTENDENT OF LIGHTHOUSES,

San Francisco, California June 28, 1932

City of San Diego, San Diego, California.
Dear Sir (or Madam):

1. You are hereby notified that the Department of Commerce desires to, and does hereby exercise the privilege of renewal for the fiscal year ending June 30, 1933 of the following lease:

Lease No. C18a-662.

Date Executed November 3, 1930. For Site #1 Airway Route San Diego-Los Angeles. Annual Rental \$1.00
Renewal Period: July 1, 1932 to June 30, 1933, inclusive.

2. You are respectfully requested to acknowledge receipt of this notice.

By direction of the Assistant Secretary
of Commerce for Aeronautics:
H. W. RHODES
Superintendent of Lighthouses

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease, with U.S. Dept. of Commerce, being Document No. 277001.

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

KNOW ALL MEN BY THESE PRESENTS, That BUCKNER MANUFACTURING COMPANY, as Principal and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND SEVEN HUNDRED FIFTEEN Dollars (\$1,715.00), 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 9th day of July, 1932.

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 700 -sBuckner Golf King No. 12 pop-up, rotary, slow-motion control sprinklers, 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: GEORGE N. SIMS

W. A. BUCKNER
HARRY CLEASON, Principal

HARTFORD ACCIDENT & INDEMNITY COMPANY,
Surety
By GEO. H. MURCH, Attorney-in-fact.

(SEAL)

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

On this 11th day of July, in the year one thousand nine hundred and thirty-two, before me, Marston Burnham, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared GEO. H. MURCH, 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 GEO. H. MURCH, 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, 1934.

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

I hereby approve the form of the within Bond, this 8 day of July, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 11th day of July, 1932.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
AUGUST M. WADSTROM, Deputy

J. F. FORWARD, JR.
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 11th day of July, 1932, by and 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 BUCKNER 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 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:

700 - Buckner Golf King No. 12 pop-up, rotary, slow-motion control sprinklers,
in accordance with the specifications contained in Resolution No. 58464
on file in the office of the City Clerk 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 price, to-wit: SIX THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$6,860.00).

Said contractor agrees to begin delivery of said material within 10 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of Aug., 1932.

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 material, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price 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 Council, when on proof that the contract has been fully performed, the balance remaining shall be paid to said contractor.

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

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

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

THE CITY OF SAN DIEGO

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

By J. F. FORWARD, JR.
Le ROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council.

ATTEST:

GEORGE W. SIMS

BUCKNER MANUFACTURING COMPANY
By W. A. BUCKNER

I hereby approve the ^{form} of the foregoing Contract, this 8 day of July, 1932.

GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Buckner Manufacturing Company, being Document No. 277093.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom 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 FIFTY-EIGHT DOLLARS (\$58.00), 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 July, 1932.

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 EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Altadena 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) ATTEST:

C. C. MAY, Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, Principal.

(SEAL) ATTEST:

A. P. MULLER, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President.

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

On this 12th day of July, in the year nineteen hundred thirty-two 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 A. P. Muller, 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 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 foregoing Undertaking this 9th day of July, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58574 passed and adopted on the 5th day of July, 1932, require and fix the sum of \$58.00 as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM, Deputy.

CONTRACT FOR STREET LIGHTING EL CAJON AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 18th day of July, 1932, 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 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 EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Altadena Avenue, in the City of San Diego, California.

Such furnishing of electric current shall be for a period of one year from and after April 1, 1932, to-wit, to and including March 31, 1933.

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 and Assessment for El Cajon Avenue Lighting District No. 1", filed March 18, 1932, 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 Forty-five and 79/100 Dollars (\$45.79) in twelve equal monthly installments, drawn upon the street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Hundred Eighty-three and 17/100 Dollars (\$183.17) 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 "El Cajon Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Hundred Eighty-three and 17/100 Dollars (\$183.17) shall be paid out of any other fund than said special fund designated as "El Cajon 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 One Hundred Eighty-three and 17/100 Dollars (\$183.17).

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 Forty-five and 79/100 Dollars (\$45.79), 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 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:
C. C. MAY, Assistant Secretary

THE CITY OF SAN DIEGO
By J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

I hereby approve the draft of the foregoing Contract, this 9th day of July, 1932.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 277166.

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 SAN DIEGO TILE & WOODSTONE 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 THREE HUNDRED FORTY-SEVEN Dollars (\$347.00), 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 11th day of July, 1932.

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:

11,000 sq. ft. 1" hexagon white vitreous tile, and
400 lin. ft. white vitreous unglazed tile

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:
JAS. G. PFANSTIEL, Sec'y

SAN DIEGO TILE & WOODSTONE CO
L. B. MILLS, PRES. , Principal

MARYLAND CASUALTY COMPANY, Surety
By F.F. EDELEN, Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 11th day of July 1932, 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 11 day of July, 1932.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 18th day of July, 1932.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
AUGUST M. WADSTROM, Deputy

J. F. FORWARD, JR.

ALBERT W. BENNETT

LEROY E. GOODBODY

JOSEPH J. RUSSO

JOHN R. BLAKISTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18th day of July, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SAN DIEGO TILE & WOODSTONE 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:

11,000 sq. ft. 1" hexagon white vitreous tile, and
400 lin. ft. white vitreous unglazed tile,

in accordance with the specifications contained in Resolution No. 58435 on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following price, to-wit: ONE THOUSAND FOUR HUNDRED SEVENTY-TWO DOLLARS (\$1472.00).

Said contractor agrees to begin delivery of said material within 17 days from and after the date of the execution of this contract, and to complete said delivery on or before the 5th day of August, 1932.

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 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 material, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price 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 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 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 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. F. FORWARD, JR.

ALBERT W. BENNETT

LEROY E. GOODBODY

JOSEPH J. RUSSO

JOHN R. BLAKISTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

SAN DIEGO TILE & WOODSTONE COMPANY

By L. B. MILLS, Pres.

(SEAL) ATTEST:

JAS. G. PFANSTIEL, Secy.

I hereby approve the form of the foregoing contract, this 11 day of July, 1932.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Tile & Woodstone Co., being Document No. 277172.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 3d day of August, 1932, 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 V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION COMPANY, hereinafter called the Contractor, the party of the second part,

W I T N E S S E T H:

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 inviting bids for the performance of the work hereinafter described; and

WHEREAS, said bids were opened in the Council Room of the Council of The City of San Diego, on July 18th, 1932, at the hour 10:00 o'clock A.M., all bids received pursuant to such notice, including the bid of said V. R. Dennis, were opened in the presence of such bidders as were present; and

WHEREAS, at a meeting of said Council held on the 1st day of August, 1932, at the hour of 10:00 A.M., a contract was awarded to said V. R. Dennis, an individual doing business as V. R. Dennis Construction Company, to supply, lift, haul and spread suitable subgrade material and for the construction of and constructing a two course four (4) inch asphalt concrete pavement on the Municipal Airport and for the construction of and constructing an eight (8) inch three course asphalt concrete pavement on Atlantic Street adjacent to said Municipal Airport in the City of San Diego, California, in accordance with said bids 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:

C O N T R A C T

FOUR INCH TWO COURSE ASPHALT CONCRETE PAVEMENT

To furnish all labor, tools, teams, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 349,230 square feet of asphalt concrete pavement as required by and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of SEVEN AND THREE-QUARTERS CENTS (\$.07-3/4) per square foot of pavement.

EIGHT (8) INCH THREE COURSE ASPHALT CONCRETE PAVEMENT

Said contractor further covenants and agrees to furnish all labor, tools, teams, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 11,800 square feet of asphalt concrete pavement as required by and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of SIXTEEN CENTS (\$.16) per square foot of pavement.

Said contractor further covenants and agrees to furnish all labor, tools, teams, materials, supplies, equipment and other expenses of every kind and description necessary for the supplying, lifting, hauling and placing of approximately two thousand (2000) cubic yards of suitable subgrade material as required and in accordance with specifications therefor and to accept as full compensation therefor the sum of TWENTY-FIVE CENTS (\$.25) per cubic yard of material.

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 Harbor Engineer representing the Port Director of said City, 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 shall commence work within 15 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-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.
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 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 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 through the Harbor Engineer, 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 Harbor 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 Council of The City of San Diego. With his request to the 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 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 Council of The City of San Diego 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 said work in accordance with these specifications, and to the satisfaction of the 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 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 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" also insurance covering all possible damage to persons, airplanes and vehicles and shall at all times, on demand of said Council exhibit to said 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 Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Council in that behalf and shall provide sufficient insurance to meet such determination of said 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. Progress estimates, based on contract price, will be made and certified by the Engineer monthly of the amount of work done during the preceding month or since the previous estimate. To the estimate made, as above set forth, will be added the amounts earned as "extra" or "added" work, to the date of the progress estimate. From the total thus computed a deduction of twenty-five per cent (25%) will be made, and from the remainder a further deduction will be made of all amounts due to The City of San Diego from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due to The City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount for all previous payments and the remainder will be paid to the Contractor upon the approval of the accounts. The twenty-five per cent (25%) deducted, as above set forth, shall not become due and payable until the completion of the work to the satisfaction of the Engineer and it is accepted by The City of San Diego, and until release shall have been executed and filed, as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part IV of the Code of Civil Procedure of the State of California. In case of suspension of the contract the said twenty-five per cent (25%) shall be and become the sole and absolute property of The City of San Diego to the extent necessary to repay to The City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the Engineer and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the Contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment

will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Contractor.

15. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents and the Harbor Commission of said City 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 or said Harbor Commission of articles supplied by the Contractor under this contract of which he is not the patentee or which he is not entitled to use or sell.

16. 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 for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed 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 (8) hours in violation of the provisions of said section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Statutes of 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to The City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any sub-contractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

17. All persons employed in the performance of the work included in this contract shall be citizens of the City of San Diego, save and except superintendents, representatives of the Contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

18. The Contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor or any sub-contractor in the performance of the work contemplated by this contract; and that Contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor:

Craft or Type	Per Diem
Asphalt Plant Engineer	\$9.00
Asphalt Plant Fireman	6.00
Asphalt Spreaders	5.00
Asphalt Rakers	6.00
Asphalt Crane Men	9.00
Asphalt Dust Men	5.50
Asphalt Feeder Men	5.00
Asphalt Platform Men	6.00
Teamsters	5.00
Blacksmiths	9.00
Rollermen	9.00
Blademen	5.50
Headerboard Setters	5.50
Laborers	5.00
Laborers, common	5.00
Truck Drivers	6.00
Auto Mechanics	9.00
Any classification omitted herein not less than	5.00

For overtime work, when the same is permitted by law, one and one-half times the above rates; for work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

19. The Contractor shall observe all the ordinances of The City of San Diego in relation to the obstruction of streets, keeping open passage-ways and protecting the same when they are exposed and would be dangerous to travel.

20. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, temporary bridges, watchmen and lights.

21. The Contractor will be required to take the usual precautions to safeguard traffic and in addition to providing suitable access to adjoining private property must provide for uninterrupted travel to and from Lindbergh Field, and will also be required to take the necessary precautions to safeguard taxing aircraft and other vehicular traffic in order that operation of the Municipal Airport may be maintained and Atlantic Street remain open to traffic.

22. 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, has caused this instrument to be executed by a majority of the members of its 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.

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

THE CITY OF SAN DIEGO,
By J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council, Party of First Part

V. R. DENNIS
An individual doing business as V. R. DENNIS
CONSTRUCTION CO., Party of Second Part.

I hereby approve the form of the foregoing Contract this 1st day of August, 1932.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION CO., 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 SEVEN THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$7,500.00), lawful money of the United States of America, to be paid to the said The City of San Diego, for the payment of which, well and truly to be made, 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 July, 1932.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal is about to enter into the annexed Contract with The City of San Diego to,

Furnish the necessary tools, labor, teams, materials, equipment and supplies and other expenses of every kind and description necessary or incidental to this work and to construct, install and complete approximately 349,230 sq. ft. of four (4) inch two (2) course asphalt concrete pavement in the manner and the amount all in accordance with the plans and specifications referred to in said contract and for the contract price therein set forth and to furnish all labor, tools, teams, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete approximately 11,800 sq. ft. of three (3) course eight (8) inch pavement in the manner and to the amount all in accordance with the plans and specifications referred to in said contract and for the contract price therein set forth and to furnish all labor, tools, teams, materials, supplies, equipment and other expenses of every kind and description, necessary for the supplying, lifting, hauling and placing of approximately two thousand (2000) cu. yds. of suitable subgrade material in the manner and to the amount all in accordance with the plans and specifications referred to in said 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.

V. R. DENNIS CONSTRUCTION COMPANY
By V. R. DENNIS, Principal.

(SEAL)

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 July 1932, 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

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 1st day of August, 1932.

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 3d day of August, 1932.

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

J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION CO., 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 labor, teams and supplied to be used in the work to be performed under and by virtue of the Contract hereinafter mentioned, in the sum of FIFTEEN THOUSAND and no/100 DOLLARS (\$15,000.00), lawful money of the United States, for which payment, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 23rd day of July, 1932.

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 V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION CO., as contractor, 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, teams, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 349,230 sq. ft. of four inch two course asphalt concrete pavement in the manner and the amount all in accordance with the plans and specifications referred to in said Contract, and for the contract price therein set forth and to furnish all labor, tools, teams, materials, supplies, equipment and other expense of every kind and description necessary for and to construct, install and complete approximately 11,800 sq. ft. of three course eight inch asphalt pavement in the manner and to the amount all in accordance with the plans and specifications referred to in said Contract and for the Contract price therein set forth, and to furnish all labor, tools, teams, materials, supplies, equipment and other expenses of every kind

and description necessary for the supplying, lifting, hauling and placing of approximately two thousand (2000) cu. yds. of suitable subgrade material in the manner and to 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 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.

V. R. DENNIS CONSTRUCTION COMPANY, Principal
By V. R. DENNIS

MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 23rd day of July 1932, 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 1st day of August, 1932.

C. L. BYERS, City Attorney
By H.B.DANIEL, Asst. City Attorney.
Council of The City of San Diego, California, this 3d day of August, 1932.

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

J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with V. R. Dennis Construction Company, exclusive of Notice to Contractors, Instructions to Bidders, Proposal and Specifications, being Document No. 277254.

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

KNOW ALL MEN BY THESE PRESENTS, That T. B. PENICK & SONS, a co-partnership composed of T. B. Penick, Lloyd Penick and Will Penick, 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 FORTY-THREE DOLLARS (\$2043.00), 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, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of July, 1932.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal is about to enter into the annexed Contract with The City of San Diego to Furnish the necessary tools, labor, transportation, materials, equipment and supplies and other expense of every kind and description necessary or incidental to this work and to construct, install and complete ^{47,875 square feet of concrete pavement, 4480 square} ~~approximately 47,875 square feet of concrete pavement, 4480 square~~ feet of concrete sidewalk and 2,260 lineal feet of 6" concrete curb, 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.

T. B. PENICK & SONS, a co-partnership
By LLOYD T. PENICK
T. B. PENICK
W. M. PENICK, Principal
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF
NEW YORK, By HORACE W. MILLER, Attorney-in-fact.

(SEAL) ATTEST:
GLADYS DAY

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 19th day of July in the year One Thousand Nine Hundred and Thirty-Two before me, DOROTHY J. KELLAND, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared HORACE W. MILLER 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 Corporation 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 Diego, the day and year in this certificate first above written.

(SEAL)

My Commission Expires
May 29, 1933

DOROTHY J. KELLAND

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

I hereby approve the form of the within Bond, this 22d day of July, 1932

C. L. BYERS, City Attorney
By H.B.DANIEL, Asst City Attorney

Approved by a majority of the members of the Council of The City of San Diego,
California, this 25th day of July, 1932.

(SEAL) ATTEST:

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

J. F. FORWARD, JR.
J. J. RUSSO
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that T. B. PENICK & SONS, a co-partnership composed of T. B. Penick, Lloyd Penick and Will Penick, as Principal, and THE METROPOLITAN CASUALTY INSURANCE 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 labor, tools, transportation, materials, supplies or equipment to be used in the work to be performed under and by virtue of the Contract hereinafter mentioned, in the sum of FOUR THOUSAND EIGHTY-SIX DOLLARS (\$4086.00), 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, 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 July, 1932.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain Contract annexed hereto 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 T. B. Penick & Sons, 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, equipment and supplies and other expense of every kind and description necessary or incidental to this work and to construct, install and complete approximately 47,875 square feet of 5" concrete pavement, 9,480 square feet of concrete sidewalk and 2,260 lineal feet of 6" concrete curb, 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 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, transportation or supplies 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, materials, transportation or supplies 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.

T. B. PENICK & SONS, a co-partnership,
By LLOYD T. PENICK
T. B. PENICK
W. M. PENICK, Principal

THE METROPOLITAN CASUALTY INSURANCE COMPANY
OF NEW YORK, Surety
By HORANCE W. MILLER, Attorney-in-fact.

(SEAL) ATTEST:

GLADYS DAY

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 19th day of July in the year One Thousand Nine Hundred and Thirty-Two before me, Dorothy J. Kelland, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Horace W. Miller 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 Corporation 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 Diego, the day and year in this certificate first above written.

(SEAL)

My Commission Expires May 29, 1933

DOROTHY J. KELLAND
Notary Public in and for the County of San Diego,
California.

I hereby approve the form of the within Bond, this 22d day of July, 1932.

C. L. BYERS, City Attorney
By H.B.DANIEL, Asst. City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 25th day of July, 1932.

(SEAL) ATTEST:

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

J. F. FORWARD, JR.
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council.

C O N T R A C T

THIS AGREEMENT, made and entered into this 25th day of July, 1932, 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 party, and T. B. PENICK & SONS, a co-partnership composed of T. B. Penick, Lloyd Penick and Will Penick, hereinafter called the Contractor, the party of the second part,

W I T N E S S E T H:

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 inviting bids for the performance of the work hereinafter described; and

WHEREAS, said bids were opened in the Council Room of the Council of The City of San Diego, on July 5th, 1932, at the hour of 10:00 o'clock A.M., all bids received pursuant to such notice, including the bid of said T. B. Penick & Sons, were opened in the presence of such bidders as were present; and

WHEREAS, at a meeting of said Council held on the 5th day of July, 1932, at the hour of 10:00 A.M., a contract was awarded to said T. B. Penick & Sons for the construction of concrete pavement, sidewalk and curb on the Municipal Airport in the City of San Diego, California, in accordance with said bid and with the plans and specifications filed in the office of the City Clerk of said City on June 18, 1932, bearing official Document No. 276660;

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:

C O N T R A C T

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for and to construct, and complete, approximately 47,875 square feet of 5" concrete pavement, 9,480 square feet of concrete sidewalk, and 2,260 lineal feet of 6" concrete curb, as required by and in accordance with said plans and specifications therefor, and to accept as full compensation therefor the sum of Eight Thousand One Hundred Seventy-one and 32/100 dollars (\$8171.32).

It is further understood and agreed as follows:

1. The Notice to Contractors, Instructions to Bidders, Proposal, and said plans and specifications on file in the office of the City Clerk of said City bearing official document No. 276660, 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 shall commence work within five (5) calendar days after the signing of this agreement by the City of San Diego and shall complete said work within forty-five (45) 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-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.

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 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 less 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 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 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.

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 Council of The City of San Diego. With his request to the 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 proposed 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 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 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 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 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 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 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 Council, exhibit to said 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 Council as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Council in that behalf and shall provide sufficient insurance to meet such determination of said 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. Progress estimates, based on contract price, will be made and certified by the Engineer monthly of the amount of work done during the preceding month or since the previous estimate. To the estimate made, as above set forth, will be added the amounts earned as "extra" or "added" work, to the date of the progress estimate. From the total thus computed a deduction of twenty-five per cent (25%) will be made, and from the remainder a further deduction will be made of all amounts due to The City of San Diego from the contractor for supplies or materials furnished or services rendered and any other amounts that may be due to The City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid to the contractor upon the approval of the accounts. The twenty-five per cent (25%) deducted, as above set forth, shall not become due and payable until the completion of the work to the satisfaction of the Engineer and it is accepted by The City of San Diego, and until release shall have been executed and filed, as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part IV of the Code of Civil Procedure of the State of California. In case of suspension of the contract the said twenty-five per cent (25%) shall be and become the sole and absolute property of The City of San Diego to the extent necessary to repay to The City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the Engineer and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the Contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Contractor.

15. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents and the Harbor Commission of said City 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 or said Harbor Commission of articles supplied by the Contractor under this contract of which he is not the patentee or which he is not entitled to use or sell.

16. 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 for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the 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 (8) hours in violation of the provisions

of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of the Public Works Alien Act of the State of California (Statutes of 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to The City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

17. All persons employed in the performance of the work included in this contract shall be citizens of the City of San Diego, save and except superintendents, representatives of the Contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

18. The Contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor or any sub-contractor in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Craft or Type	Per Diem Wage
Blade men	\$5.50
Carpenters	9.00
Cement Finishers	7.00
Concrete Cement Dumpers	5.50
Concrete Finishers	7.00
Concrete Finishers! Helpers	6.00
Concrete Finishing Machine Operator	8.00
Concrete Spreaders	5.00
Concrete Tampers	5.00
Concrete Mixing Plant Operator	9.00
Header Board Setters	5.50
Laborers, common	5.00
Laborers, cement	5.00
Motor Men	5.00
Truck Drivers	6.00
Blacksmith	8.00
Blacksmith's Helper	5.00
Engineers, tractors over 50 H.P.	8.00
Engineers, tractors under 50 H.P.	8.00
Engineers, rollers	9.00
Engineers, mixers	10.00
Auto Mechanics	8.00

For overtime work, when the same is permitted by law, double the foregoing rates; for work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, double the foregoing rates.

19. The Contractor shall observe all the ordinances of The City of San Diego in relation to the obstruction of streets, keeping open passage-ways and protecting the same when they are exposed and would be dangerous to travel.

20. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, temporary bridges, watchmen and lights.

21. The Contractor will be required to take the usual precautions to safeguard traffic and in addition to providing suitable access to adjoining private property must provide for uninterrupted travel to and from Lindbergh Field, and will also be required to take the necessary precautions to safeguard taxing aircraft and other vehicular traffic in order that operation of the Municipal Airport may be maintained and Atlantic Street remain open to traffic.

22. 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, has caused this instrument to be executed by a majority of the members of its 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.

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

THE CITY OF SAN DIEGO,
By J. F. FORWARD, JR.
EROY E. GOODBODY
J. J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council
Party of First Part
T. B. PENICK & SONS, A co-partnership
By LLOYD T. PENICK
T. B. PENICK
W. M. PENICK
Contractor, Party of Second Part.
C. L. BYERS, City Attorney
By H.B.DANIEL, Asst. City Attorney

I hereby approve the form of the foregoing Contract this 22d day of July, 1932.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with T. B. Penick & Sons, being Document No. 277387.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Lloyd T. Penick Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON

MAY 1 1925

NOTICE OF RENEWAL

The City of San Diego,
San Diego, Calif.
Gentlemen:

You are advised that, under the terms of an option conferred upon me by an instrument dated July 2, 1923, the conditions and provisions of which provide for this notice and the leasing by you to the United States of America of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period commencing April 1, 1923, and ending June 30, 1924, subject to renewal thereafter and which said instrument has been duly renewed in accordance with the terms thereof, I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1925, and ending June 30, 1926, inclusive. The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the said instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R. W. DUNLAP, Acting Secretary of Agriculture.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with U. S. Dept. of Agriculture, being attached to Document No. 153254.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON

MAY 10 1927

NOTICE OF RENEWAL

The City of San Diego,
San Diego, California.
Gentlemen:

You are advised that, under the terms of an option conferred upon me by the following instrument: A lease dated July 2, 1923, the conditions and provisions of which provide for this notice and the leasing by you to the United States of America of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period commencing April 1, 1923, and ending June 30, 1924, subject to renewal thereafter and which said instrument has been duly renewed in accordance with the terms thereof, I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1927, and ending June 30, 1928, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R. W. DUNLAP
Acting Secretary of Agriculture.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with U.S. Dept. of Agriculture, being Document No. 206740.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON

MAY 19 1928

NOTICE OF RENEWAL

The City of San Diego,
San Diego, California.
Gentlemen:

You are advised that, under the terms of an option conferred upon me by the following instrument: A lease dated July 2, 1923, the conditions and provisions of which provide for this notice and the leasing by you to the United States of America of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period commencing April 1, 1923, and ending June 30, 1924, subject to renewal thereafter and which said instrument has been duly renewed in accordance with the terms thereof, I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1928, and ending June 30, 1929, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R. W. DUNLAP
Acting Secretary of Agriculture.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with U.S. Dept. of Agriculture, being Document No. 224526.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Wadstrom Deputy.

DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON

MAY 1 1929

NOTICE OF RENEWAL

The City of San Diego,
San Diego, California.
Gentlemen:

You are advised that under the terms of an option conferred upon me by the following instrument: A lease dated July 2, 1923, the conditions and provisions of which provide for this notice and the leasing by you to the United States of America of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period beginning April 1, 1923, and ending June 30, 1924, subject to renewal thereafter in accordance with the terms thereof, I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1929, and ending June 30, 1930, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R. W. DUNLAP
Acting Secretary of Agriculture
United States of America.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease, with U.S. Dept. of Agriculture, being Document No. 242559.

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

By August M. Hadstrom Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON

MAY 11 1931

NOTICE OF RENEWAL

Members of the Common Council,
The City of San Diego,
San Diego, California.
Gentlemen:

You are advised that, under the terms of an option conferred upon me by the following instrument: A lease dated July 2, 1923, the terms and conditions of which provide for this notice and the leasing by you to the Government of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period beginning April 1, 1923, and ending June 30, 1924, subject to renewal thereafter in accordance with the terms thereof, I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1931, and ending June 30, 1932, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R. W. DUNLAP
Acting Secretary of Agriculture

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease, with U.S. Department of Agriculture, being Document No. 268761.

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

By August M. Hadstrom Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON

MAY 25 1932

NOTICE OF RENEWAL

Members of the Common Council,
The City of San Diego,
San Diego, California.
Gentlemen:

You are advised that, under the terms of an option conferred upon me by the following instrument: A lease dated July 2, 1923, the terms and conditions of which provide for this notice and the leasing by you to the Government of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period beginning April 1, 1923, and ending June 30, 1924, subject to renewal thereafter in accordance with the terms thereof, I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1932, and ending June 30, 1933, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R.W. DUNLAP
Acting Secretary of Agriculture.

This renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress to so appropriate.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease, with U. S. Dept. of Agriculture, being Document No. 276358.

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 SEVEN HUNDRED FOURTEEN DOLLARS (\$714.00), 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, 1932.

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 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:

J. A. CANNON, Secretary

By W. F. RABER, Principal

THE AETNA CASUALTY AND SURETY COMPANY, Surety

(SEAL) ATTEST:

A. P. MULLER, Resident Assistant Secretary

By PAUL WOLCOTT, Resident Vice-President

I hereby approve the form of the foregoing Undertaking this 17th day of Aug., 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58760 passed and adopted on the 8th day of August, 1932, require and fix the sum of \$714.00 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 MISSION BEACH LIGHTING DISTRICT

NO. 1

THIS AGREEMENT, made and entered into this 17th day of August, 1932, 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 street 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 the City of San Diego, California; together with the maintenance of said bracket arms, wires and lamps on said Mission Boulevard, 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 May 15, 1932, to-wit, to and including May 14, 1933.

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 and Assessment for Mission Beach Lighting District No. 1", filed April 1, 1932, 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 Seventy-one and 20/100 Dollars (\$571.20) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80) 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 "Mission Beach Lighting District No. 1."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand and Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80) 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 Two Thousand Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80).

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 Five Hundred Seventy-one and 20/100 Dollars (\$571.20), 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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

THE CITY OF SAN DIEGO
By J. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

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

Members of the Council.

I hereby approve the form of the foregoing Contract, this 17th day of Aug., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Co., being Document No. 277872.

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 THIRTY-FOUR DOLLARS (\$34.00), 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 13th day of September, 1932.

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 line of the City of San Diego; and SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of 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:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

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

On this 13th day of September, in the year nineteen hundred thirty-two, 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.

(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 12th day of Sept., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by resolution No. 58904 passed and adopted on the 6th day of September, 1932, require and fix the sum of \$34.00 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 19th day of September, 1932, 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 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; 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. Such furnishing of electric current shall be for a period of one year from and after July 1, 1932, to-wit, to and including the 30th day of June, 1933.

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 and Assessment for Kensington Manor Lighting District No. 1", filed June 11, 1932, 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 THIRTY-THREE and 56/100 DOLLARS (\$133.56) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Kensington Manor Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Hundred Thirty-three and 56/100 Dollars (\$133.56) 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 One Hundred Thirty-three and 56/100 Dollars (\$133.56).

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, 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 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:
J. A. CANNON, Secretary

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. F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS E. ANDERSON

Members of the Council

I hereby approve the form of the foregoing Contract, this 12 day of Sept., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with San Diego Consolidated Gas & Electric Company, being Document No. 278323.

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 THREE DOLLARS (\$503.00), 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 13th day of September, 1932.

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 LOCUST STREET, EVERGREEN STREET, WILLOW STREET, PLUM STREET, CLOVE STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, CHATSWORTH BOULEVARD, LYTTON STREET, ROSECRANS STREET, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE, and AMARYLLIS DRIVE, within the limits particularly described in Resolution of Intention No. 58420, adopted by the Council May 31, 1932, 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:
J. A. CANNON, Secretary

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 13th day of September, in the year nineteen hundred thirty-two, 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.

(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 12 day of Sept., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 58903 passed and adopted on the 6th day of September, 1932, require and fix the sum of \$503.00 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 19th day of September, 1932, 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 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:

At the intersection 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 intersection 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 Willow Street and the northwesterly line of Plumosa Park;

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);

On the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly and Lytton Street;

On POINSETTIA DRIVE, between Elliott Street and Amaryllis Drive;

On JONQUIL DRIVE, between Elliott Street and Lotus Drive;

On NARCISSUS DRIVE, between Elliott Street and Lotus Drive;

On HYACINTH DRIVE, between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park;

On AZALEA DRIVE, between Hyacinth Drive and the northeasterly line of Plumosa Park;
 On WISTERIA DRIVE, between Azalea Drive and the northeasterly line of Plumosa Park;
 On LOTUS DRIVE, between Poinsettia Drive and Hyacinth Drive;
 On PLUMOSA DRIVE, between Hyacinth Drive and Chatsworth Boulevard; and
 On AMARYLLIS DRIVE, between Poinsettia Drive and Lotus Drive.

Such furnishing of electric current shall be for a period of one year from and after June 28, 1932, to-wit, to and including June 27, 1933.

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 and Assessment for Loma Portal Lighting District No. 1", filed June 11, 1932, 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 TEN and 96/100 DOLLARS (\$2,010.96) 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 "Loma Portal Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Ten and 96/100 Dollars (\$2,010.96) 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 Ten and 96/100 Dollars (\$2,010.96).

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, 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 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:
 J. A. CANNON, Secretary

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. F. FORWARD, JR.
 ALBERT W. BENNETT
 LEROY E. GOODBODY
 JOSEPH J. RUSSO
 JOHN R. BLAKISTON
 DAN ROSSI
 CHAS. E. ANDERSON
 Members of the Council.

I hereby approve the form of the foregoing Contract, this 12th day of Sept., 1932.
 C. L. BYERS, City Attorney
 By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company, being Document No. 278324.

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 12th day of September, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and THE SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That pursuant to and under the authority of the provisions of Ordinance No. 13580 of the ordinances of The City of San Diego, passed and adopted by the Council of said City on the 25th day of July, 1932, the said City does by these presents lease, demise and let unto the said Lessee the following described property situate in The City of San Diego, County of San Diego, State of California, to-wit:

All that portion of Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, described as follows:

Commencing at a point on the Northerly line of said Pueblo Lot 1311, distant thereon North eighty-nine degrees, thirty-six minutes, forty-five seconds (89° 36' 45") East, one thousand eighty-four and eight hundredths (1084.08) feet from the Northwesterly corner thereof, said point being also Engineer's Station 287 plus 10.10 on the center line of State Highway as shown on California State Highway Commission's plans for the grading of Torrey Pines Road, Rose Canyon Highway and La Jolla-Miramar Road, District VII, Route 2, Section "E", Sheet 4, Records of said San Diego County; thence along said center line of State Highway in a Southerly direction following the arc of a curve concave toward the East the central point of which bears North eighty-three degrees, three minutes, twelve seconds (83° 03' 12") East, fifteen hundred (1500.0) feet through a central angle of sixteen degrees, three minutes, twelve seconds (16° 03' 12") a distance of four hundred twenty and twenty-eight hundredths (420.28) feet to the end of said curve; thence continuing along said center line of State Highway, South twenty-three degrees, no minutes (23° 00') East, a distance of one hundred fifty-six and forty-two hundredths (156.42) feet to its intersection with the center line of the Miramar-La Jolla Road as shown on Sheet 15 of the aforementioned plans; thence along the said center

line of the Miramar-La Jolla Road, South sixty degrees, fifty-seven minutes (60° 57') West, a distance of ninety and seventy-nine hundredths (90.79) feet to the beginning of a curve concave toward the Southeast; thence along the arc of said curve, having a radius of three hundred fifty (350.0) feet through a central angle of three degrees, thirty-five minutes (3° 35') a distance of twenty-one and eighty-nine hundredths (21.89) feet; thence along a radial line of said curve, South thirty-two degrees, thirty-eight minutes, no seconds (32° 38' 00") east, a distance of thirty (30.0) feet to the intersection of the Southeasterly right-of-way line of the said Miramar-La Jolla Road and the Southwesterly right-of-way line of the said Rose Canyon Road, said point being the true point of beginning; thence along the Southwesterly right-of-way line of the said Rose Canyon Road, South twenty-nine degrees, three minutes (29° 3') East, a distance of thirty-nine and fifty-four hundredths (39.54) feet to a point; thence South sixty degrees, fifty-seven minutes (60° 57') West, a distance of sixty (60.) feet; thence North twenty-nine degrees, three minutes (29° 3') West, a distance of thirty (30.0) feet to a point on the said Southeasterly right-of-way line of the Miramar-La Jolla Road; thence Northeasterly along said Southeasterly right-of-way line following the arc of a curve concave toward the Southeast the central point of which bears South forty-three degrees, thirty-one minutes, thirty-nine seconds (43° 31' 39") East, three hundred twenty (320.0) feet through a central angle of ten degrees, fifty-three minutes, thirty-nine seconds (10° 53' 39") a distance of sixty and eighty-five hundredths (60.85) feet to the true point of beginning; containing an area of two thousand one hundred forty-five (2145) square feet, more or less.

All as particularly shown on plat attached hereto, marked Exhibit "A" and by reference thereto incorporated herein and made a part hereof.

For a term of ten (10) years, beginning on the 25th day of August, 1932, and ending on the 25th day of August, 1942, at the following rentals: Fifteen dollars (\$15.00) per month, payable annually in advance at the office of the Lessor during said term; Provided that said Lessee may pay in advance at one time the entire annual rental of \$180.00.

In consideration of the covenants herein contained the parties hereto agree as follows:

First: That the above described premises are leased to said Lessee for the purpose only of installing and maintaining thereon a gas meter station, together with incidental equipment and structures, and for no other purpose or purposes.

Second: 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 in writing of the Council of said City; provided, however, that said lessee may authorize and permit the Southern Counties Gas Company, a corporation, or its successors, to use said premises jointly with lessee, for the purposes authorized in this lease.

Third: That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth: That the lessee shall keep and maintain said premises, structures and the metering equipment in good repair and slightly condition, and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth: The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

Sixth: 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.

Seventh: Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth: 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, together with an amount of money sufficient to pay lessee the damages proximately caused by said cancellation.

Ninth: It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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.

Tenth: It is further agreed by and between the parties hereto that said City, at the cost and charges of the said lessee, if thereto requested by it six months before the expiration of the term hereby demised, shall and will grant a further lease of said premises to the said lessee for the further term of five (5) years, to commence from the expiration of the term hereby granted, with like covenants as herein contained and for the rents then to be fixed.

Eleventh: At the termination of this lease, or any renewal thereof, either by notice or by expiration of the term, or for any cause hereunder, the lessee may, if all rental hereunder has been paid, remove from the premises leased hereunder or under any subsequent lease, all buildings, machinery, fixtures and other property of the lessee erected or placed on said premises by it, all of which is hereby regarded by both parties hereto as personal property. Such removal to be at the sole cost and expense of said lessee and without any cost or expense to said City.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act 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.

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

THE CITY OF SAN DIEGO
By A. V. GOEDDEL, City Manager of said City

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY
By L. M. KLAUBER, Vice-President

(SEAL) ATTEST:
J. A. CANNON, Secretary.

I hereby approve the form of the foregoing lease, this 2nd day of September, 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

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

On this 12th day of September, 1932, before me, R. S. Ruffin a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared L. M. Klauber known to me to be the Vice-President and J. A. Cannon known to me to be the Secretary of the Corporation that executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

R. S. RUFFIN
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 Lease with San Diego Consolidated Gas and Electric Company, being Document No. 278349

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

By August M. Hadstrom Deputy

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, a corporation organized and existing under the laws of the State of New York, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND SEVEN HUNDRED TEN Dollars (\$1,710.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of August, 1932.

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 a quantity of sulphate of alumina, not to exceed six carloads of forty (40) tons each, delivery during twelve month period as directed by the City in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
C. WARD MILLARD, Secretary

GENERAL CHEMICAL COMPANY, Principal
F. H. NICHOLS, Vice-President

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK,
By ELMER E. FITZ, Attorney - Surety

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 29th day of August in the year One Thousand Nine Hundred and thirty-two 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 Elmer E. Fitz 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 7th day of September, 1932.

C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 23rd day of September, 1932.

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

LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 29th day of August, 1932, by and 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:

240 tons, or less amount, sulphate of alumina, 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 at City warehouse, California and Grape Streets, San Diego, California; said delivery to be made 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 price, to-wit: The price of TWENTY-EIGHT and 50/100 DOLLARS (\$28.50) per ton of 2000#.

Said contractor agrees to deliver One Carload of said sulphate of alumina within Fifteen days from and after the date of the execution of this contract, and to complete delivery during a twelve-months period when and as directed by the City.

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 sum of TWENTY-EIGHT and 50/100 DOLLARS (\$28.50) per ton of 2000 pounds 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 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
ATTEST: FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS E. ANDERSON
Members of the Council
GENERAL CHEMICAL COMPANY, Contractor.
By F. H. NICHOLAS, Vice-President

(SEAL) ATTEST:
C. WARD MILLARD, Secretary.

I hereby approve the form of the foregoing Contract this 7th day of September, 1932.

C. L. BYERS, 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 General Chemical Company, being Document No. 278424.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Dated SEP 24 1932

G. F. WATERBURY
Auditor and Comptroller of the City of San Diego, California.

To be paid out of Dept. of Public Works, Div. Public Buildings

KNOW ALL MEN BY THESE PRESENTS, That W. H. MEECH, 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 SEVENTY-FIVE Dollars (\$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 himself, his heirs, executors, administrators, and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of September, 1932.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish all materials, labor and equipment necessary for the proposed alterations in the building at 722 Second Street, San Diego, California, in accordance with the plans and specifications on file in the office of the City Clerk of said City under Document No. 278250, 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)

WILLIAM H. MEECH, 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 21st day of September in the year one thousand nine hundred and Thirty-two, 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
 1-12-34

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 1 day of October, 1932.

C. L. BYERS, City Attorney
 By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 3rd day of October, 1932.

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

JOSEPH J. RUSSO
 ALBERT W. BENNETT
 LEROY E. GOODBODY
 JOHN R. BLAKISTON
 DAN ROSSI
 CHAS. E. ANDERSON
 Members of the Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That W. H. MEECH, 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, 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 ONE THOUSAND ONE HUNDRED FIFTY Dollars (\$1150.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 21st day of September, 1932

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, certain contract is about to be made and executed by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part therein, and the above named W. H. MEECH 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 altering of portions of the building at 722 Second Street, San Diego, California, in accordance with and as particularly shown on the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 278250, 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)

WILLIAM H. MEECH, 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 21st day of September in the year one thousand nine hundred and Thirty-two, 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 1-12-34

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 1 day of October, 1932.

C. L. BYERS, City Attorney
 By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 3rd day of October, 1932.

(SEAL) ATTEST:

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

JOSEPH J. RUSSO
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 3rd day of October, 1932, by and 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. H. MEECH 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 alterations in the building at 722 Second Street, San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 278250.

Said contractor hereby agrees to do and perform all of said work, at and for the following price, to-wit: The sum of Two Thousand Three Hundred Dollars (\$2,300.00).

Said contractor agrees to commence said work immediately upon the awarding of the contract therefor, in accordance with the provisions of Resolution No. 59003, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed by October 1, 1932.

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 sum to-wit: The sum of Two Thousand Three Hundred Dollars (\$2,300.00), said payments to be made as follows: Upon the completion of said work, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price, and of the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract, and the acceptance of the work and material thereunder by the 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 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 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 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 Council of said City, and under the immediate supervision of the City Manager of said City, and will be inspected by inspectors appointed by said Council or City Manager, 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 Council or City Manager 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.

The contractor further agrees and covenants that neither the contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed by the 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 (8) hours in violation of the provisions of said section of the Penal Code; and that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of the of the Public Works Alien Employment Act of the State of California (Stats. of 1931, Chap. 398); and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the contractor by any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the contractor hereby expressly agrees that no labor other than citizens of the city of San Diego shall be employed on all construction work contemplated by this contract.

The contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Public Works Wage Rate Act of the State of California (Statutes of 1931, Chapter 397); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than said specified rate for any work done under this contract by the contractor, or by any subcontractor.

Craft or Type	Wage
Bricklayers -----	\$12.00
Bricklayers, hodcarriers -----	7.00
Carpenters -----	8.00
Cement Finishers -----	8.00
Electrical Workers -----	10.00
Laborers, building and common -----	5.00
Plumbers -----	10.00
Plasterers -----	12.00
Plasterers, hodcarriers -----	9.00
Painters -----	8.00
Sheet Metal workers -----	8.50
Any classification omitted herein not less than -----	5.00
Legal holiday work and overtime work double the above rates.	

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 Manager unfair, he shall file with the 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 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 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 JOSEPH J. RUSSO
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

I hereby approve the form of the foregoing Contract this 1 day of October, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with W. H. Meech, being Document No. 278599.

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

WHEREAS, The Fredericka Home Inc. (Trustee) is the owner of the easterly closed portion of Reservoir Drive, north of El Cajon Ave.

WHEREAS, the provisions of Ordinance No. 13055 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to 12 ft. the front property line; and,

WHEREAS, the Common Council of said City has by Resolution suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a structure to 12 ft. the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said structure from said front property line back to any line established and designated by the said City of San Diego. Now Therefore,

WITNESS This Agreement, signed and executed this 16th day of September, 1932, by Fredericka Home Inc., that he will, for and in consideration of the permission granted him to erect structure on the above described property to 12 ft. the front property line, bind himself to, and he hereby by these presents agrees, to move any structure erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said structure to any line designated; that he will move said structure and comply therewith at his own expense and with no cost or obliteration on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

THE FREDERICKA HOME INC. TRUSTEE B
By EMMA R. SAYLOR, Mgr. Director.
P. R. JAMES

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

On this 23rd day of September, A.D. Nineteen Hundred and Thirty-two, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. R. James, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

RECORDED OCT 7 1932 24 Min. past 10 A.M. in Book 158 at Page 237 of Official Records, San Diego Co., Cal. Recorded at Request of City of S.D.

O. M. SWOPE, County Recorder
By Deputy J. L. S.

I certify that I have correctly transcribed this document in above mentioned book.

M. E. BAIRD, #9

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between The City of San Diego and Fredericka Home, Inc., being Document No. 278505

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 THREE HUNDRED FIFTEEN DOLLARS (\$315.00), 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 October, 1932.

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 30TH STREET, between Lincoln Avenue and Wightman 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 thereof,

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:

J. A. CANNON, Secretary

(SEAL) ATTEST:

A. P. MULLER, Resident Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By L. M. KLAUBER, Principal

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 20th day of October, in the year nineteen hundred thirty-two, 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 A. P. Muller, 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 foregoing Undertaking this 15th day of Oct., 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59045 passed and adopted on the 3rd day of October, 1932, require and fix the sum of \$315.00 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 24th day of October, 1932, 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 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 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

30TH STREET, between Lincoln Avenue and Wightman Street.

Such furnishing of electric current shall be for a period of one year from and after August 7, 1932, to-wit: to and including August 6, 1933.

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 and Assessment for University Avenue Lighting District No. 1", filed July 18, 1932, 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 Two Hundred Fifty-six and 40/100 Dollars (\$1,256.40) 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 "University Avenue Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Two Hundred Fifty-six and 40/100 Dollars (\$1,256.40) 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 One Thousand Two Hundred Fifty-six and 40/100 Dollars (\$1,256.40).

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:

J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO.
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LE ROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the draft of the foregoing Contract, this 15th day of Oct., 1932.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company, being Document No. 278946

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

By August M. Shadstrom Deputy

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED FIFTY-FOUR DOLLARS (\$554.00), 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 October, 1932.

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 Andrews Street and Chalmers Street; the southwesterly side 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, 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, Principal

(SEAL) ATTEST:
J. A. CANNON, Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:
A. P. MULLER, Resident Assistant Secretary

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

On this 20th day of October, in the year nineteen hundred thirty-two, 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 A. P. Muller, 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 foregoing Undertaking this 15 day of Oct., 1932.
C. L. BYERS, City Attorney.
By M.R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59045 passed and adopted on the 3rd day of October, 1932, require and fix the sum of \$554.00 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 24th day of October, 1932, 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 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 side 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.

Such furnishing of electric current shall be for a period of one year from and after August 5, 1932, to and including August 4, 1933.

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 and Assessment for Five Points Lighting District No. 1", filed July 18, 1932, 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 Fourteen and 36/100 Dollars (\$2,214.36) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Two Hundred Fourteen and 36/100 Dollars (\$2,214.36) 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 Two Thousand Two Hundred Fourteen and 36/100 Dollars (\$2,214.36).

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, 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:
J. A. CANNON, Secretary

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

Members of the Council.

I hereby approve the draft of the foregoing Contract, this 15th day of Oct., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, DEPUTY City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 278947.

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

By August M. Blakiston 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 NINETY-ONE DOLLARS (\$691.00), 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 October, 1932.

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 Boundary Street and 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.

(SEAL) ATTEST:
J. A. CANNON, Secretary.

(SEAL) ATTEST:
A. P. MULLER, Resident Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, Principal
THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

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

On this 20th day of October, in the year nineteen hundred thirty-two, 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 A. P. Muller, known to me to be the Res-

ident 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 foregoing Undertaking this 15th day of Oct., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59069 passed and adopted on the 7th day of October, 1932, require and fix the sum of \$691.00 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. 3

THIS AGREEMENT, made and entered into this 24th day of October, 1932, 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 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 Boundary Street and 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.

Such furnishing of electric current shall be for a period of one year from and after August 7, 1932, to-wit, to and including August 6, 1933.

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 and Assessment for University Avenue Lighting District No. 3", filed July 27, 1932, 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 Seven Hundred Sixty and 12/100 Dollars (\$2,760.12) 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. 3".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Seven Hundred Sixty and 12/100 Dollars (\$2,760.12) 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 Two Thousand Seven Hundred Sixty and 12/100 Dollars (\$2,760.12).

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 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
L. M. KLAUBER

(SEAL) ATTEST:

J. A. CANNON, Secretary

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
JOSEPH J. RUSSO
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I HEREBY APPROVE the draft of the foregoing Contract, this 15 day of Oct., 1932.
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company, being Document No. 278948.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Vadenstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That BALTIMORE TUBE COMPANY, INCORPORATED, as Principal and United States Fidelity and Guaranty Company, a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego State of California, in the sum of FIVE HUNDRED TWENTY-THREE Dollars (\$523.00), 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 25th day of October, 1932.

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 20,000 feet 3/4" copper tubing, in 60 foot lengths; and

2,000 " 1" " " " " "

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

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

BALTIMORE TUBE COMPANY, INCORPORATED, Principal
By C. S. INGLIS, President

(SEAL) ATTEST:

F. WILLENBURG, Secretary

UNITED STATES FIDELITY AND GUARANTY COMPANY,
Surety

(SEAL) ATTEST:

WM. A. SEHLHORST
Assistant Secretary

By C. J. FITZPATRICK
Vice President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:

On this 27th day of October in the year one thousand nine hundred and Thirty-two, 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)

My Commission Expires
February 26, 1933.

AGNES L. WHYTE
Notary Public in and for Los Angeles County, State
of California.

(SEAL)

I hereby approve the form of the within Bond, this 20th day of October, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 31st day of October, 1932.

(SEAL) ATTEST:

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

JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 31st day of October, 1932, by and 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 BALTIMORE TUBE COMPANY, INCORPORATED, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

20,000 feet 3/4" copper tubing, in 60 foot lengths; and

2,000 feet 1" copper tubing, in 60 foot lengths,

in accordance with specifications of The City of San Diego Series 2-29 with the exception that all tubing will be in rolls of at least sixty feet instead of in lengths of ten to twenty feet as now shown in standard specifications. Delivery f.o.b. City warehouse, California and Grape Streets, San Diego, California.

The said Contractor hereby agrees to furnish and deliver said material at and for the following prices, to-wit:

20,000' 3/4" copper tubing, in 60' lengths, per foot-----9.30 cents

2,000' 1" copper tubing, in 60' lengths, per foot-----11.60 cents

Said contractor agrees to make shipment from Baltimore within 15 days from receipt of signed order of said material.

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 material by said City, will pay said contractor the said price for the quantities of copper tubing above mentioned, said payments to be made as follows:

Upon the completion of delivery of said material, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price 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 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 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 ALBERT W. BENNETT
LeROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

(SEAL) ATTEST:
F. WILLENBURG, Secretary

BALTIMORE TUBE COMPANY, INCORPORATED.
By C. S. INGLIS, President - Contractor
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I hereby approve the form of the foregoing contract, this 20th day of October, 1932.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Baltimore Tube Company, Inc., being Document No. 279130.

ALLEN H. WRIGHT,
City Clerk of The City of San Diego, California.
By August M. Blakiston 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 TWO HUNDRED SIXTY-EIGHT DOLLARS (\$268.00), 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 1st day of November, 1932.

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:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Principal
Vice President in Charge of Sales
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 1st day of November, in the year nineteen hundred thirty-two, 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 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 foregoing Undertaking this 26 day of Oct., 1932.
C. L. BYERS, City Attorney
By M.R.THORP, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59132 passed and adopted on the 24th day of October, 1932, require and fix the sum of \$268.00 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 3rd day of November, 1932, 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 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.

Such furnishing of electric current shall be for a period of one year from and including August 28, 1932, to-wit, to and including August 27, 1933.

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 and Assessment for Adams Avenue Lighting District No. 1", filed July 27, 1932, 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 TWENTY-EIGHT and 16/100 DOLLARS (\$1028.16) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Twenty-eight and 16/100 Dollars (\$1028.16) 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 One Thousand Twenty-eight and 16/100 Dollars (\$1028.16).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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 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:
J. A. CANNON, Secretary. SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY,
Vice President in Charge of Sales

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

THE CITY OF SAN DIEGO
By ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

I hereby approve the draft of the foregoing Contract, this 26 day of Oct., 1932.
C. L. BYERS, City Attorney
By M.R.THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 279200.

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

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$12,700.00), 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 1st day of November, 1932.

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, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, SEVENTH AVENUE, EIGHTH AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, TWELFTH AVENUE, SIXTEENTH STREET, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, MARKET STREET, IMPERIAL AVENUE and NATIONAL AVENUE, within the limits and as particularly described in Resolution of Intention No. 58419, adopted by the Council on May 31, 1932, 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, Principal

(SEAL) ATTEST:
J. A. CANNON, Secretary.

By A. E. HOLLOWAY,

Vice President in Charge of Sales

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 1st day of November, in the year nineteen hundred thirty-two, before 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.

(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 Oct., 1932.

C. L. BYERS, City Attorney

By M.R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59099 passed and adopted on the 17th day of October, 1932, require and fix the sum of \$12,700.00 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 SAN DIEGO LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 3rd day of November, 1932, 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 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 Ivy Street and Broadway;

COLUMBIA STREET, between Beech Street and Broadway;

STATE STREET, between Elm Street and Broadway;

UNION STREET, between B Street and Broadway;

FRONT STREET, between B Street and Broadway;

FIRST AVENUE, between Beech Street and Broadway;

SECOND AVENUE, between B Street and Broadway;

THIRD AVENUE, between A Street and Market Street;

FOURTH AVENUE, between Ivy Street and Market Street;

FIFTH AVENUE, between Laurel Street and K Street;

SIXTH AVENUE, between A Street and Island Avenue;

SEVENTH AVENUE, between Beech Street and F Street;

EIGHTH AVENUE, between Beech Street and Market Street;

NINTH AVENUE, between B Street and Market Street;

TENTH AVENUE, between B Street and Market Street;

ELEVENTH AVENUE, between B Street and Market Street;

TWELFTH AVENUE, between Russ Boulevard and Imperial Avenue;

SIXTEENTH STREET, between C Street and the south line of Sherman's Addition;

The north side of ASH STREET, between Seventh Avenue and Eighth Avenue;
 A STREET, between India Street and Eighth Avenue;
 B STREET, between Kettner Boulevard and Twelfth Avenue;
 C STREET, between Kettner Boulevard and Twelfth Avenue;
 BROADWAY, between Atlantic Street and Sixteenth Street;
 E STREET, between India Street and Sixteenth Street;
 F STREET, between Columbia Street and 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 Sixteenth Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street;

NATIONAL AVENUE, between Twelfth Avenue and Sixteenth Street.

Such furnishing of electric current shall be for the period of one year from and after July 1, 1932, to and including June 30, 1933.

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 and Assessment for San Diego Lighting District No. 1", filed June 6, 1932 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 FORTY-EIGHT THOUSAND TWO HUNDRED FIFTY-FIVE AND 74/100 DOLLARS (\$48,255.74) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty-eight Thousand Two Hundred Fifty-five and 74/100 Dollars (\$48,255.74) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$48,255.74 is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478, and that no further reduction shall be made unless ordered by said Commission as hereinbefore provided.

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Forty-eight Thousand Two Hundred Fifty-five and 74/100 Dollars (\$48,255.74).

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, 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 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:

J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,
 By A. E. HOLLOWAY
 Vice President in Charge of Sales.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO
 By LEROY E. GOODBODY
 DAN ROSSI
 JOHN R. BLAKISTON
 CHAS. E. ANDERSON
 Members of the Common Council

I hereby approve the draft of the foregoing Contract, this 19th day of Oct., 1932
 C. L. BYERS, City Attorney
 By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company, being Document No. 279201.

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

By August M. Kadstrom Deputy.

A G R E E M E N T

WHEREAS, JAMES P. LAURSEN is the owner of W35' of Lot 3 Block 246 of Middletown Subdivision; and,

WHEREAS, the provisions of Ordinance No. 13031 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to 6 ft. of the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. 8 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to 6 ft. of the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. NOW THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 18th day of October, 1932 by JAMES P. LAURSEN, that he will, for and in consideration of the permission granted him to erect a building on the above described property to 6 ft. of the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

JAMES P. LAURSEN

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

On this 18th day of October, A.D. Nineteen Hundred and thirty-two, before me, A. FAYETTE LeMASTER, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JAMES P. LAURSEN, 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

A. FAYETTE Le MASTERS
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 27, 1932 at request of City, 48 Min. past 9 A.M. in Book 157, at Page 332 of Official Records, San Diego Co., Cal.

O. M. SWOPE, County Recorder
By Deputy H. C. ERB

I certify that I have correctly transcribed this document in above mentioned book.

JEANETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with James P. Laursen, being Document No. 278956.

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

WHEREAS, James P. Laursen is the owner of W. 35' of Lot 3 Block 246, Middletown Subdivision; and

WHEREAS, the provisions of Ordinance No. 13031 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Council of The City of San Diego for a special permit to erect a building on the above lot to 6 ft. the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. 59159 suspended the provisions of said ordinance with respect to said property and has been granted permission to the undersigned to erect a building to 6 ft. the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 18th day of October, 1932, by James P. Laursen, that he will, for and in consideration of the permission granted him to erect a building on the above described property to 6 ft. the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

JAMES P. LAURSEN

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On this 31st day of October, A.D. Nineteen Hundred and Thirty Two, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James P. Laursen, 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

RECORDED NOV 5, 1932 35 Min. past 9 A.M., in Book 172 at Page 290 of Official Records of San Diego Co., Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy J.L.S.

I certify that I have correctly transcribed this document in above mentioned book.

E. DRUMMOND
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with James P. Laursen, being Document No. 279149.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadstrom Deputy.

L E A S E

THIS INDENTURE, made in duplicate, this 12th day of December, 1932, between THE FIRST NATIONAL TRUST & SAVINGS BANK OF SAN DIEGO, 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 (1) year commencing on the 1st day of December, 1932, and ending on the 30th day of November, 1933, with the option of renewal one more year on the same terms.

Yielding and paying therefor during the term thereof the sum of three hundred sixty dollars (\$360.00), 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 dollars (\$30.00) 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, its 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 four-car garage on said premises and to install thereon a gasoline pump of such capacity as said Lessee may desire; the construction of said garage to conform to the other buildings on said premises; and that upon the termination of this lease, the said Lessee may remove said garage, oil pump and other improvements or fixtures erected or installed by said Lessee.

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 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.

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 has been served on the Lessee, this lease shall, ten (10) days after service of said written notice and at the option of the Lessor, become null and void.

7. 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.

8. That the Lessor shall, at its 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.

THE FIRST NATIONAL TRUST & SAVINGS
BANK OF SAN DIEGO,
By W. B. WHITCOMB
F. H. WOOLMAN, Lessor

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
J. J. RUSSO
DAN ROSSI

CHAS. E. ANDERSON, Members of the Council

I hereby approve the form of the foregoing Lease, this 12 day of December, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with First National Trust & Savings Bank of San Diego, being Document No. 279846.

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

By August M. Kadstrom Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 5th day of December, 1932, 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, 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, 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, 1932, and ending on the 30th day of November, 1935, unless sooner terminated as herein provided, at the following rental:

Six Hundred Dollars (\$600.00) 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 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 JOHN F. FORWARD, JR.
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council.

W. N. BRADBURY & SON, Lessees
By W. N. BRADBURY

Doing Business as W. N. Bradbury & Son

I hereby approve the form of the foregoing Lease, this 17 day of November, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, ASSISTANT CITY
Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with W. N. Bradbury and Son, being Document No. 279854.

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

By August M. Bradstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, WALLACE AND TIERNAN CO., a corporation, as principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as surety, are 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 (1086) 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, the said principal hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this First day of December, A.D. 1932.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 1st day of December, 1932, entered into the annexed contract with the said City of San Diego, to furnish to said City One 100 lb. 24 hour capacity Wallace & Tiernan Vacuum Solution feed Chlorinator, complete, with 50 lb. and 75 lb. orifice meters, type M.S.V.M., and two 100 lb. 24 hour capacity Wallace & Tiernan Vacuum Solution feed Chlorinators, complete, with two 25 lb. and two 100 lb. orifice meters, type M.S.V.M., all in accordance with the terms and provisions of said contract, and to supervise the installation thereof.

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

IN WITNESS WHEREOF, the said principal has caused this instrument to be executed by its proper officers thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate seal to be hereunto attached, by its Resident Vice President and Resident Ass't. Secretary, thereunto duly authorized, this 1st day of December, 1932

WALLACE AND TIERNAN CO., INC.
By A. L. FRICK, JR., Dist. Mgr.
Principal

(SEAL)

AMERICAN SURETY COMPANY OF NEW YORK, Surety
By J. M. WARD, Resident Vice President
By JOHN B. STARKEY, Resident Ass't
Secretary

I hereby approve the foregoing Bond, December 3rd, 1932.

C. L. BYERS,
City Attorney of the City of San Diego, California
By HARRY S. CLARK, Deputy.

STATE OF CALIFORNIA) SS.
COUNTY OF SAN DIEGO)

On this 1st day of December, in the year One Thousand Nine Hundred and Thirty-two before me, Helen S. Thom, a Notary Public in and for said County and State, personally appeared J. M. Ward, known to me to be the Resident Vice President, and John B. Starkey known to me to be the Resident Ass't. 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.

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

(SEAL)
Commission expires 9/2/35.

HELEN S. THOM
Notary Public in and for said County and State.

Approved by a majority of the members of the Council this 5 day of December, 1932.

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

JOHN F. FORWARD, JR.
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
Members of the 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 December, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WALLACE AND TIERNAN CO., 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 - 100 Lb. 24 hour capacity Wallace & Tiernan Vacuum Solution feed Chlorinator, complete, with 50 lb. and 75 lb. orifice meters, type M.S.V.M.
- 2 - 100 Lb. 24 hour capacity Wallace & Tiernan Vacuum Solution feed Chlorinators, complete, with two 25 lb. and two 100 lb. orifice meters, type M.S.V.M.

Said contractor hereby agrees to furnish and deliver the said Chlorinators hereinabove described, and to supervise the installation thereof, at and for the price of Four thousand three hundred forty-three dollars (\$4,343.00).

Said contractor agrees to deliver the chlorinators hereinabove described, f.o.b. San Diego on or before the 5th day of January, 1933.

Said City, in consideration of the furnishing and delivery of said chlorinators 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 equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: The sum of three thousand six hundred forty-three dollars (\$3,643.00); and also will deliver to the said contractor three (3) Wallace & Tiernan M.D.A.M. Chlorinators, and one (1) Wallace & Tiernan M.D.A.M. Chlorinator, with ejector, of the value of seven hundred dollars (\$700.00); the said sum hereinabove set forth to be payable as follows:

Upon the completion of delivery of said chlorinators, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract and the acceptance of the said equipment thereunder by the 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 equipment, and supervise the installation thereof, 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 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 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 JOHN F. FORWARD, JR.
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
Members of the Council.

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

WALLACE AND TIERNAN CO., INC.
By A.L. FRICK, Dist Mgr.
By F. WYLIE

I hereby approve the form of the foregoing contract, this 3rd day of December, 1932.
C. L. BYERS, 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 Wallace and Tiernan Co., Inc., being Document No. 279858.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Blakiston Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS That GRIFFITH 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 held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Eleven hundred twenty-eight Dollars (\$1128.00), 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 itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 5th day of December, 1932.

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 Griffith Company, a corporation, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the widening of the roadway on SIXTH AVENUE, between Upas Street and University Avenue, in the City of San Diego, the grading and paving with 3-1/2" asphaltic base with 1-1/2" asphalt wearing surface, of said street, and the relocation and reconstruction of sidewalk and curb, and the construction of box culvert thereon; all in accordance with the plans and specifications contained in Document No. 279193, on file in the office of the City Clerk of said City, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against 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:
A. E. CRONIN

GRIFFITH COMPANY, Principal
S. M. GRIFFITH, President

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

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

On this 5th day of December, in the year nineteen hundred thirty-two, 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.

(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 5th day of December, 1932.

C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 5th day of December, 1932.

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

JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH 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 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-four Dollars (\$564.00), 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 December, 1932.

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 widening of the roadway on SIXTH AVENUE, between Upas Street and University Avenue, the grading and paving with 3-1/2 inch asphaltic base with 1-1/2 inch asphalt wearing surface, of said street, and the relocation and reconstruction of sidewalk and curb, and the construction of box culvert thereon; all in accordance with said contract, 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.

(SEAL) ATTEST:
A. E. CRONIN

GRIFFITH COMPANY, Principal
S. M. GRIFFITH, President

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

I hereby approve the form of the within Bond, this 5th day of December, 1932.
C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 5th day of December, in the year nineteen hundred thirty-two , 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.

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

Approved by a majority of the members of the Council of the City of San Diego, California, this 5th day of December, 1932.

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

JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
CHAS. E. ANDERSON
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of December, 1932, by and 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 GRIFFITH 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The widening of the roadway on SIXTH AVENUE, between Upas Street and University Avenue, in the City of San Diego, the grading and paving with 3-1/2" asphaltic base with 1-1/2" asphalt wearing surface, of said street, and the relocation and reconstruction of sidewalk and curb, and the construction of box culvert thereon; all in accordance with the plans and specifications contained in Document No. 279193, 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:

12,476.30 sq. ft. pavement (Port Cement Concrete)	No bid.
12,476.30 sq. ft. pavement (asphaltic concrete)	\$0.10 \$1247.63
575.16 sq. ft. sidewalk at	0.16 92.02
2,295.29 lin. ft. curb, at	0.388 890.57
14" Box culvert and box, complete,	25.00

\$2255.22

Said contractor agrees to commence said work within ten 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 forty-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:

Twenty-two hundred fifty-five and 22/100 dollars(\$2255.22), said payments to be made as follows:

Upon the completion of the work hereinabove described, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract and the acceptance of the said work thereunder by the Council, when on proof that the contract has been fully performed, the balance remaining shall be paid to said contractor.

The contractor further agrees that in the performance of the work contemplated by this contract, it will conform to and abide by all the requirements and provisions of the Public Works Wage Rate Act of the State of California (Statutes of 1931, Chapter 397); and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor, or any sub-contractor, in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than said specified rate for any work done under this contract by the contractor, or by any subcontractor.

Classification:

Wage per diem:

Asphalt Plant Engineer,	\$6.00
Asphalt Plant Fireman,	4.50
Asphalt Spreaders,	4.20
Asphalt Rakers	4.50
Asphalt Cranemen,	5.00
Asphalt Dust Men,	4.50
Asphalt Feeder Men,	4.50

Asphalt Platform Men,	4.75
Teamsters,	4.20
Blacksmiths,	5.50
Boilermen,	4.65
Blademen,	4.50
Headerboard Setters,	5.10
Laborers,	4.20
Truck Drivers,	4.50
Auto Mechanics,	5.30
Carpenters,	4.85
Cement Finishers,	4.85
Concrete Cement Dumper,	4.50
Concrete Finishers,	4.65
Concrete Finisher's Helper,	4.20
Concrete Finishing Machine Operator,	4.75
Concrete Spreaders,	4.20
Concrete Tampers,	4.20
Concrete Mixing Plant Operator,	6.00
Laborers, Cement,	4.20
Mortar Men,	4.20
Blacksmith's Helper	4.85
Engineers, tractors over 50 h.p.	5.10
Engineers, tractors under 50 h.p.	4.75
Engineers, Rollers,	4.65
Engineers, Mixers,	6.00
Any classification omitted herein not less than	4.20
For overtime work, one and one half times the foregoing rates.	
For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.	

The contractor further agrees and covenants that neither the 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 for 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, in violation of the provisions of Section 653c of the Penal Code of the State of California, and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workmen or mechanic employed by the 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 (8) hours in violation of the provisions of said section of the Penal Code; and that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Stats. 1931, Ch. 398); and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the contractor or by any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the contractor hereby expressly agrees that no labor other than citizens of The City of San Diego shall be employed on all construction work contemplated by this contract.

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 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 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 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 Council of said City, and under the immediate supervision of the of said City, or such other official or officials as said Council may appoint, and will be inspected by inspectors appointed by said 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 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.

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the, as unfair it shall file with the 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 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 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 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 JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
CHAS. E. ANDERSON
Members of the Council.

(SEAL) ATTEST:
A. E. CRONIN

GRIFFITH COMPANY, Contractor
By S. M. GRIFFITH, President

I hereby approve the form of the foregoing contract, this 5th day of December, 1932

C. L. BYERS, 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 Contract, with Griffith Company, being Document No. 279860.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Blakiston 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 ELEVEN DOLLARS (\$111.00), 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 December, 1932.

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, 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

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

(SEAL) ATTEST:
C. C. MAY

(SEAL) ATTEST:
A. P. MULLER, Resident Assistant Secretary

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

On this 8th day of December, in the year nineteen hundred thirty-two, 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 A. P. Muller, 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 Certify that the Council of The City of San Diego did by Resolution No. 59302 passed and adopted on the 28th day of November, 1932, require and fix the sum of \$111.00 as the penal sum of the foregoing Undertaking.

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

I hereby approve the form of the foregoing Undertaking this 5th day of Dec., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

CONTRACT FOR STREET LIGHTING
LOGAN AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 12th day of December, 1932, 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 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;

26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue.

Such furnishing of electric current shall be for a period of one year from and including November 16, 1932, to-wit, to and including November 15, 1933.

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 and Assessment for Logan Avenue Lighting District No. 1", filed August 19, 1932 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-One and no/100 Dollars (\$441.00) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Four Hundred Forty-one and no/100 Dollars (\$441.00) 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 Four Hundred Forty-one and no/100 Dollars (\$441.00).

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 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:

C. C. MAY, Assistant Secretary

(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 JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
DAN ROSSI
JOHN R. BLAKISTON
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the draft of the foregoing Contract, this 5th day of Dec., 1932.

C. L. BYERS, City Attorney

By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas and Electric Company, being Document No. 279927.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By

Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, WESTERN METAL SUPPLY COMPANY, a corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred forty-five (445) 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, 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 December, A.D. 1932.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the day of 1932, entered into the annexed contract with the said City of San Diego, to furnish and deliver to said City one 30"x30" rectangular flange frame cast iron Sliding gate and appurtenances, and one 6" extra heavy Chapman Special Brass, flanged ends non-rising stem wedge disc gate valve with bronze stem, floor stand and accessories; all in accordance with the terms of said contract.

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

IN WITNESS WHEREOF, the said principal has caused this bond to be executed, and its corporate name and seal to be hereunto attached, and the said surety has caused this bond to be executed, and its corporate seal to be hereunto attached, by its Resident Vice-President and Resident Assistant Secretary, thereunto duly authorized, this 13th day of December, 1932.

WESTERN METAL SUPPLY COMPANY, Principal
By B. B. STARKE, President

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:

A. P. MULLER, Resident Assistant Secretary

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

On this 13th day of December, in the year nineteen hundred thirty-two 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 A. P. Muller, 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 19 day of December, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 19th day of December, 1932.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHARLES E. ANDERSON
Members of the Council.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19th day of December, 1932, by and 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, 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) 1 - 30" x 30" rectangular flange frame Cast Iron Sliding Gate, to withstand 194 feet head and operate under a differential head of 75 feet, complete with 2-1/2" rolled bronze stem, operating stand, and other appurtenances and miscellaneous items; all in accordance with specifications and Chapman Valve Company's drawings Nos. B-32536, B-32537, E-32538, M-14561, and S-13529, attached hereto, marked Exhibit "A" and made a part hereof. Delivery f.o.b. San Diego.
- (2) 1 - 6" Fig. 38 extra heavy Chapman Special Brass, flanged ends non-rising stem wedge disc gate valve, or equivalent, and with a 32" high indicating type floor stand and 1-1/2" round rod brass extension stem measuring 145 feet from center line of gate valve to floor line, complete with couplings, and shaft boxes, stem, guides and supports, and all required nuts, bolts, washers and miscellaneous items; all in accordance with specifications and drawings hereto attached, marked Exhibit "B", and made a part hereof. Delivery f.o.b. San Diego.

Said contractor hereby agrees to furnish and deliver the sliding gate hereinabove described at and for the following price, to-wit: One thousand four hundred nine dollars (\$1409.00).

And said contractor hereby agrees to furnish and deliver the gate valve above described at and for the following price, to-wit:

Three hundred sixty-eight and 70/100 dollars (\$368.70).

Said contractor agrees to deliver the equipment hereinabove described on or before the 15th day of March, 1933.

Said City, in consideration of the furnishing and delivery of said equipment 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 equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For the sliding gate hereinabove described the sum of one thousand four hundred nine dollars (\$1409.00); and

For the gate valve above described the sum of three hundred sixty-eight and 60/100 dollars (\$368.70);

Said sums to be payable as follows: Upon the completion of delivery of said equipment, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract and the acceptance of the said equipment thereunder by the 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 equipment, 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 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 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 AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO

By JOHN F. FORWARD, JR.

ALBERT W. BENNETT

LEROY E. GOODBODY

JOSEPH J. RUSSO

JOHN R. BLAKISTON

DAN ROSSI

CHARLES E. ANDERSON

Members of the Council.

(SEAL) ATTEST:

W. C. SHAW, Sec'y.

WESTERN METAL SUPPLY COMPANY

By B. B. STARKE, Presdt

I hereby approve the form of the foregoing contract, this 19 day of December, 1932

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Western Metal Supply Company, being Document No. 280125.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Wadstrom Deputy.

DEPARTMENT OF COMMERCE
AERONAUTICS BRANCH
AIRWAYS DIVISION, LIGHTHOUSE SERVICE
AIRWAY SD-LA

Site No. 1

LEASE between CITY OF SAN DIEGO and UNITED STATES OF AMERICA

1. This LEASE, made and entered into this 31st day of October, in the year one thousand nine hundred and thirty-two by and between City of San Diego, 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 consideration hereinafter mentioned covenant and agree as follows:

2. The lessor hereby leases to the Government the following described premises, viz: From a point where the Pueblo Lot Line common to Lot No. 1315 and Lot 1316 intersects the Northwestern side of the Miramar Road proceed South 47° 34' west a distance of five hundred and forty eight feet (548') to a stake which is the point of beginning, thence west a distance of one hundred feet (100'), thence North a distance of one hundred feet (100'), thence east a distance of one hundred feet (100'), thence south a distance of one hundred feet (100') to point of beginning. Said 100' square being on the northwestern side of the Miramar Road, San Diego County, Calif.

And a right of way for ingress and egress to and from the premises; a right of way or rights of way for establishing and maintaining a pole line or pole lines for extending electric power, telephone, and telephone typewriter facilities to the premises; and a right of way for a subsurface water line to the premises; all rights of way to be over the said lands and adjoining lands of the lessor and, unless hereinbefore described by metes and bounds, to be by the most convenient routes;

And the right to establish and maintain beacon lights and other lighting equipment, radio and other facilities for communication and signaling purposes, and other facilities and equipment for the guidance and operation of aircraft;

And the right of grading, conditioning, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities;

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning October 1, 1932 and ending with June 30, 1933.

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.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One and no/100 (\$1.00) Dollars, per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least thirty days before this lease would expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1943.

7. The lessor shall not, during the term of this lease, erect any structures on the premises, nor use nor allow the use of the said premises in any manner or for any purpose inconsistent with the Air Commerce Act approved May 20, 1926 (44 Stat. 568), or with the Department of Commerce Air Commerce Regulations and intermediate landing field rules promulgated or that may from time to time be promulgated by the Secretary of Commerce under the

authority of the said Act of Congress, or with the rights and privileges herein granted, nor plow nor turn over the soil without the permission of the Secretary of Commerce of the United States in writing expressed.

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, 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 upon the termination of this lease or within ninety days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate: One and no/100 (\$1.00) Dollars per annum. Payment shall be made at the end of each Government fiscal year.

10. 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.

11. Paragraph 6 and part of paragraph 2 above deleted.

12. It is understood that this contract cancels and replaces Contract No. Cl8a-662, or Agreement, dated November 3, 1930, for the same property and site.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

THE UNITED STATES OF AMERICA
By F. C. HINGSBURG
Chief Engineer, Airways Division
By C. I. STANTON, Airways Engineer.

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

THE CITY OF SAN DIEGO, Lessor
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

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

I hereby approve the form of the foregoing Lease this 31 day of October, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States Government, being Document No. 280193.

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 SEVENTY-EIGHT DOLLARS (\$378.00), 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 December, 1932.

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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary.

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

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

On this 23rd day of December, in the year nineteen hundred thirty-two, 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 22nd Day of Dec., 1932.

C. L. BYERS, City Attorney
By M.R.THORP, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59443 passed and adopted on the 19th day of December, 1932, require and fix the sum of \$378.00 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. 2

THIS AGREEMENT, made and entered into this 27th day of December, 1932, 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 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 lamps on mast arms attached to the poles located in 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 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 a period of one year from and including August 17, 1932, to-wit, to and including August 16, 1933.

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 and Assessment for Mission Beach Lighting District No. 2", filed July 27, 1932 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 Five Hundred Nine and 60/100 Dollars (\$1,509.60) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Five Hundred Nine and 60/100 Dollars (\$1,509.60) 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 Five Hundred Nine and 60/100 Dollars (\$1,509.60).

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 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:

J. A. CANNON, Secretary

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

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the draft of the foregoing Contract, this 22nd day of Dec., 1932
C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company, being Document No. 280206.

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

C O N T R A C T

THIS AGREEMENT, made and entered into this 5th day of Dec., 1932, between the City of San Diego, a Municipal Corporation organized and existing under the laws of the State of California, acting by and through the Harbor Commission of said City the party of the first part, and Mayer & Boyce 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 inviting bids which are bound herewith, and

WHEREAS, said bids were opened in the office of the Purchasing Agent of the City of San Diego; on Nov. 3d, 1932, at the hour of 11:00 o'clock A.M., all bids received pursuant to such notice, including the bid of said Mayer & Boyce which is bound herewith, were opened in the presence of such bidders as were present, and

WHEREAS, at a meeting of said Council held on November 14th, 1932 at the hour of o'clock a contract was awarded to said Mayer & Boyce to furnish all labor, material and equipment for and to construct, install complete and maintain for a period of one (1) year a baggage and trunk conveyor on Broadway Pier in the City of San Diego, California.

NOW, THEREFORE, in consideration of the premises, covenants and agreements 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 and to construct, install and complete and maintain in operation for a period of one (1) year a baggage and trunk conveyor on Broadway Pier in the City of San Diego, California, for the sum of One Thousand Two Hundred Ninety Two Dollars Fifty Two Cents (\$1292.52).

It is further understood and agreed as follows:

1. The Notice inviting bids, Instructions to Bidders, Proposal, Specifications Plans are understood to be and are hereby specifically made a part of this contract, and the Contractor specifically agrees to be bound thereby.

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 of the Harbor Department representing the Port Director, of said City, 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 shall commence work within five (5) days after the signing of this agreement by the City of San Diego and shall complete said work within fifty (50) 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 (20) 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 twenty (20) 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 Council shall upon the recommendation of the Harbor Commission of said City 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 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 Harbor Engineer 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 Harbor 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 Harbor Commission of the City of San Diego. With his request to the Harbor Commission 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 sub-letting 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 Harbor Commission 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 Harbor Commission that the proposed sub-contractor is in every way reliable and responsible and fully able to undertake that portion of the work it is contemplated to sublet, and to complete said work in accordance with these specifications, and to the satisfaction of the Harbor Commission.

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 said Harbor Commission.

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 Harbor Commission 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 the State of California, The Workmen's Compensation, Insurance and Safety Act of 1917 of the State of California and all amendments thereto, also insurance covering all possible damage to persons and vehicles and shall at all times, on demand of said Harbor Commission exhibit to said Commission 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 Commission as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Commission in that behalf and shall provide sufficient insurance to meet such determination of said Commission.

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 to 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 materials, 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. Progress estimates, based on contract price, will be made and certified by the Engineer monthly of the amount of work done during the preceding month or since the previous estimate. To the estimate made, as above set forth, will be added the amounts earned as "extra" or "added" work, to the date of the progress estimate. From the total thus computed a deduction of twenty-five per cent (25%) will be made, and from the remainder a further deduction will be made of all amounts due to The City of San Diego from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due to The City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid to the Contractor upon the approval of the accounts. The twenty-five per cent (25%) deducted, as above set forth, shall not become due and payable until the completion of the work to the satisfaction of the Engineer and it is accepted by The City of San Diego, and until release shall have been executed and filed, as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part IV of the Code of Civil Procedure of the State of California. In case of suspension of the contract the said twenty-five per cent (25%) shall be and become the sole and absolute property of The City of San Diego to the extent necessary to repay to The City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the Engineer and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the Contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Contractor. 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. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents and the Harbor Commission of said City 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 or said Harbor Commission of articles supplied by the Contractor under this contract of which he is not the patentee or which he is not entitled to use or sell.

16. 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 for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, in violation of the provisions of Section 653c of the Penal Code of the State of California; and that the Contractor

shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed 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 (8) hours in violation of the provisions of said section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of the Charter of the City of San Diego, or of Public Works Alien Employment Act of the State of California (Statutes of 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to The City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any sub-contractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

17. All persons employed in the performance of the work included in this contract shall be citizens of the City of San Diego, save and except superintendents, representatives of the Contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

18. The Contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractors or any sub-contractor in the performance of the work contemplated by this contract; and that Contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor:

Craft or Type	Wages per diem
Structural steel workers.....	\$ 9.00
Electrician.....	10.00
Laborers, Common.....	5.00
Carpenter.....	8.00
Any classification omitted herein not less than.....	5.00
For overtime work, when the same is permitted by law, one and one-half times the above rates; for work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.	

19. The Contractor shall observe all the ordinances of The City of San Diego in relation to the obstruction of streets, keeping open passage-ways and protecting the same when they are exposed and would be dangerous to travel.

20. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

21. 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 acting by and through the Harbor Commission of said City, party of the first part, has caused this instrument to be executed by a majority of the members of said Harbor Commission, thereunto duly authorized by the Council of the said City 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 RUFUS CHOATE
R. H. Van DEMAN
EMIL KLIKA
Members of the Harbor Commission of
The City of San Diego, Party of the
first Part.

MAYER AND BOYCE, Party of the Second Part
Wm. M. BOYCE
PHILIP MAYER

I hereby approve the form of the foregoing Contract this 23 day of November, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That PHILIP MAYER & WM. M. BOYCE, d.b.a. MAYER & BOYCE, as Principal, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish labor, material, supplies, teams or transportation to be used in the work to be performed under and by virtue of the Contract hereinafter mentioned, in the sum of SIX HUNDRED FORTY-SIX and 26/100 (\$646.26) DOLLARS, lawful money of the United States, for which payment, well and truly to be made, the said Principals hereby bind themselves, their Heirs, executors, administrators, 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 18th day of November, 1932.

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 PHILIP MAYER & WM. M. BOYCE, d.b.a. MAYER & BOYCE, 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, materials, equipment and supplies, and other expenses of every kind and description necessary or incidental to this work and to construct, install and complete a baggage and trunk conveyor on the Broadway Pier San Diego, California, 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 them, for such labor, materials, supplies, teams and transportation 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, supplies, teams or transportation 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, supplies, teams, or transportation 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: DON D. DONAHUE
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

MAYER & BOYCE
By Wm. M. BOYCE,
By PHILIP MAYER, Principal
HARTFORD ACCIDENT & INDEMNITY CO., Surety (Seal)
By L. W. BARNEY, Attorney-in-fact.

On this 18th day of November, in the year one thousand nine hundred and thirty-two, 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, 1934.

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

I hereby approve the form of the within Bond, this 23 day of November, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney
Approved by a majority of the members of the Harbor Commission of The City of San Diego, California, this 5th day of Dec., 1932.

RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLIKA
Members of the Harbor Commission

KNOW ALL MEN BY THESE PRESENTS, That PHILIP MAYER & WM. M. BOYCE, d.b.a. MAYER & BOYCE, as Principal and the Hartford Accident and Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED TWENTY-THREE and 13/100 (\$323.13) DOLLARS, lawful money of the United States of America, to be paid to the said The City of San Diego, for the payment of which, well and truly to be made, 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 18th day of November, 1932.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal is about to enter into the annexed Contract with The City of San Diego to

Furnish the necessary tools, labor, materials, equipment and supplies and other expenses of every kind and description necessary or incidental to this work and to construct, install and complete a baggage and trunk conveyor on the Broadway Pier San Diego, California, in the manner and to the amount all in accordance with the plans and specifications referred to in said contract price therein set forth.

NOW, THEREFORE, if the said Principal shall faithfully perform the said contract.

MAYER & BOYCE
By Wm. M. BOYCE
By PHILIP MAYER, Principal

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY CO.,
By L. W. BARNEY, 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 thirty-two 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, 1934.

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

I hereby approve the form of the within Bond, this 23 day of November, 1932.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney
Approved by a majority of the members of the Harbor Commission of the City of San Diego, California, this 5th day of Dec., 1932.

RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLIKA
Members of the Harbor Commission.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Mayer & Boyce, being Document No. 279869.

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

WHEREAS, LAWRENCE C. ANDERSON is the owner of a portion of Lot 26, East Redlands, more particularly described as follows:

In East Redlands as per official map thereof, filed in the County Recorder's Office of San Diego County: beginning at a point on the westerly line of Lot 26, North 80-36-30 East 186.83 ft. from the Northwest corner of said Lot, Thence North 60-21-30 East along said North-erly line 177.02 ft., Thence South 29-38-30 East 185.06 ft. to a point in the South line of said lot, Thence West along said South line 246.46', Thence 0-38-30 East 70.31 ft. to point of beginning.

WHEREAS, the provisions of Ordinance No. 13056 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the Common Council of the City of San Diego for a special permit to erect a building on the above lot to 5' from the front property line; and,

WHEREAS, the Common Council of said City has by Resolution No. ___ suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to 5' from the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to any line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 15th day of December, 1932, by Lawrence C. Anderson, that he will, for and in consideration of the permission granted him to erect a building on the above described property to 5' from the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to any established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

LAWRENCE C. ANDERSON

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

On this 15th day of December, A.D. Nineteen Hundred and Thirty-two, before me, J. E. Rockey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lawrence C. Anderson, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

J. E. ROCKEY

(SEAL)

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

RECORDED DEC. 22 1932 35 Min. past 9 A.M., in Book 185 at Page 76 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

O. M. SWOPE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

O. PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, from Lawrence C. Anderson, being Document No. 280094.

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 6th day of January, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and OLIVER SEXSON hereinafter designated as the lessee,

WHEREAS: That pursuant to and under the authority of the provisions of Resolution No. 59501, of the resolutions of the City of San Diego, passed and adopted by the Council of said City on the 6th day of January, 1933, by these presents, lease, demise and let unto the said lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

Those portions of Pueblots 1322, 1323, 1326, and 1327 lying between Sorrento Road and the East Torrey Pines Road, excepting therefrom all rights-of-way, easements and leases now existing.

For a term of three (3) years, beginning on the 6th day of January, 1933, and ending on the 5th day of January, 1936, at the following rentals: Two Hundred Fifty Dollars (\$250.00) per year payable in advance at the office of the Lessor semi-annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving 90 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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.

Tenth. The Lessee hereby agrees that the grove of trees, situate on the herein described property, shall not be injured or destroyed.

IN WITNESS WHEREOF, a majority of the members of the 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.

CITY OF SAN DIEGO,
By JOHN F. FORWARD, JR.
CHAS. E. ANDERSON
LEROY E. GOODBODY
JOSEPH J. RUSSO
DAN ROSSI
ALBERT W. BENNETT
Members of the Council

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

OLIVER SEXSON, Lessee
I hereby approve the draft of the foregoing lease this 22 day of December, 1932.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Oliver Sexson, being Document No. 280244.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Skadstrom Deputy.

LICENSE TO CONSTRUCT ELECTRIC POWER LINE

THIS AGREEMENT, made this 3rd day of January, 1933, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, California, party of the first part, and THE SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of California, the party of the second part, WITNESSETH:

That the party of the first part does hereby license and permit the party of the second part to install an electric pole line of two poles and overhead power wire circuits, on Lot 77 of the Rancho Mission, in San Diego County, California; said line to be located as follows:

Commencing at a point on the east line of said Lot 77, at a point 6 feet south of the north line thereof; thence west on a line parallel to and distant six feet south of the north line of said Lot 77, a distance of 377.7 feet, together with two thirty foot anchors to be installed at the pole located at the west end of said line, as appears from red line in the blueprint hereto attached. PROVIDED, that this license and permit is given upon the condition that if and when said lot shall be leased or sold to any third party who objects to the said poles, anchors and power line, then and in that case the party of the second part shall remove said poles, anchors and power line from said lot at its own expense and without recourse against said party of the first part for damages.

IN WITNESS WHEREOF, this License is executed by a majority of the members of the Council of The City of San Diego for and on behalf of said City, pursuant to a resolution authorizing such execution, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI

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

I hereby approve the form of the foregoing License Agreement this 24th day of Dec., 1932.

C. L. BYERS, City Attorney
By M. R. THORP, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License to San Diego Consolidated Gas and Electric Company, being Document No. 280254.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Skadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, ENTERPRISE FOUNDRY COMPANY, a corporation, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are 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 thirty-six (336) 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, 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 30th day of November, A.D. 1932,

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the ___ day of November, 1932, entered into the annexed contract with the said City of San Diego, to furnish and deliver to said City six (6) 30" Saucer valves of various lengths, and cast steel covers with brass bypass and bronze seat and miscellaneous items; all in accordance with the terms and provisions of said contract.

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

IN WITNESS WHEREOF, the said principal has caused this bond to be executed, and its corporate name and seal to be hereunto attached, and the said surety has caused this bond to be executed, and its corporate seal to be hereunto attached, by its Atty-in-Fact and Agent, thereunto duly authorized, this 30th day of November, 1932.

(SEAL)

ENTERPRISE FOUNDRY CO., Principal
By R. E. KROECK, Asst. Sec.

(SEAL) ATTEST:
C. A. BEVANS

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By GUERTIN CARROLL, Attorney-in-Fact.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) SS

On this thirtieth day of November, A.D. 1932, before me, Chas. H. Cunningham, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared Guertin Carroll, Attorney-in-Fact, and C. A. Bevans, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, 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, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

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 first above written.

(SEAL)

My Commission expires
December 26, 1934.

CHARLES H. CUNNINGHAM
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 31st day of Dec., 1932.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 3rd day of January, 1933.

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

JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council.

C O N T R A C T

THIS AGREEMENT, Made and entered into at the City of San Diego, State of California, this 3rd day of January, 1933, by and 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 ENTERPRISE FOUNDRY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Six (6) 30" Saucer Valves of various lengths, and cast steel covers with brass bypass and bronze seat and miscellaneous items, delivered f.o.b. San Diego, for installation in the outlet tower of El Capitan Reservoir, in accordance with the specifications hereto attached, marked Exhibit "A" and made a part hereof.

Said contractor hereby agrees to furnish and deliver the Saucer Valves and appurtenances, hereinabove described, at and for the following price, to-wit: One thousand three hundred forty-two dollars (\$1,342.00).

Said contractor agrees to deliver the Saucer Valves and appurtenances, hereinabove described, within twenty (20) days from and after the date of the execution of this contract.

And said City, in consideration of the furnishing and delivery of said equipment 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 equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One thousand three hundred forty-two dollars (\$1,342.00) said sum to be payable as follows:

Upon the completion of delivery of the equipment hereinabove described, and the acceptance of the same by the Council of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract and the acceptance of the said equipment thereunder by the 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 and equipment, 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 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 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 JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council.

ENTERPRISE FOUNDRY COMPANY
By R.E. KROECK, Asst. Sec.
contract, this 31 day of Dec., 1932.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney.

I hereby approve the form of the foregoing

EXHIBIT "A" DETAIL SPECIFICATIONS

1. REQUIREMENT. - It is required that there shall be furnished in accordance with these specifications and drawings hereinbelow listed 30-inch saucer valves for the El Capitan Reservoir Outlet Tower. The valves and covers shall be delivered F.O.B. San Diego on or before within 20 days.

2. LIST OF DRAWINGS. - WD-426 sheet 3 of 5. 30" Saucer Valves.

3. MATERIALS. - The materials required by these drawings and specifications shall conform to the following requirements:

(a) Gray iron castings shall conform in all respects to the standard specifications for gray iron castings, serial Designation: A48-29, of the American Society for Testing Materials.

(b) Steel castings shall conform in all respects to Class B Medium Grade, Serial Designation: A 27-24, of the American Society for Testing Materials.

(c) Bronze castings shall be cast in dry molds and shall consist of United States Government bronze having a composition of about 88 parts of copper, 10 parts tin and 2 parts zinc and having the following physical properties: A minimum tensile strength of 30,000 pounds per square inch and minimum elongation in two inches of 14 per cent.

(d) Structural steel shall conform in all respects to structural steel for buildings, Serial Designation: A9-24, of the American Society for Testing Materials.

(e) Brass castings shall consist of 88 parts of copper, 10 parts of zinc and 2 parts of tin, and a minimum tensile strength of 30,000 pounds per square inch.

4. SAUCER VALVES. - The 30-inch saucer valves and covers shall be built according to details and dimensions shown on the plans and shall be free from blow holes and other defects. Water seals shall be cast on as shown on the drawing. The bronze seat shall be accurately machined and the screws shall be countersunk. The valves shall be entirely satisfactory to the engineer. Unsatisfactory valves will be rejected and the manufacturer shall replace such valves at his own expense.

5. CAST STEEL COVERS. - The covers shall be cast steel and shall be accurately made in accordance with the drawings. The brass bypass shall be made as shown and shall have a steel staple cast in. The complete covers shall be satisfactory to the engineer and defective covers shall be replaced by the manufacturer at his own expense.

6. ANCHOR BOLTS. - The manufacturer shall furnish all necessary anchor bolts, nuts, washers and lead gaskets and miscellaneous items required for the complete installation of each unit.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Enterprise Foundry Company, being Document No. 280312.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Skadstrom Deputy.

AGREEMENT BY AND BETWEEN THE CITY OF SAN
DIEGO AND RAY L. HAUSE, RALPH B. HUNT AND
RICHARD A. SCHWARTZ RELATIVE TO SAN DIEGO
CONSOLIDATED GAS AND ELECTRIC COMPANY RATE
REDUCTIONS.

THIS AGREEMENT, made and entered into this 6th day of Jan., 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation of the State of California, party of the first part, and RAY L. HAUSE, RALPH B. HUNT and RICHARD A. SCHWARTZ, parties of the second part,

WITNESSETH

WHEREAS, The City of San Diego is desirous of making a complete inventory of the properties of the San Diego Consolidated Gas and Electric Company, a public utility corporation serving consumers in the said City with gas, electricity and steam, which inventory shall include different appraisals of the company's properties and other matters, as more specifically hereinafter set forth, for the purpose of determining the propriety of the rates now charged to consumers of gas, electricity and steam in The City of San Diego in Cases Nos. 3152 and 3153 now pending before the Railroad Commission of the State of California; and

WHEREAS, said parties of the second part are ready, willing and able to perform said services and are desirous of proceeding with said work;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

1. That the said City of San Diego agrees to pay said parties of the second part for the services to be performed by them, as more specifically hereinafter set forth, the sum of eighty-nine thousand, six hundred thirty dollars (\$89,630.00), payable as follows, to-wit:

\$5,000.00 payable upon the execution of this contract by the parties hereto;
 \$4,250.00 payable February 28, 1933;
 \$4,250.00 " March 31, 1933;
 \$4,250.00 " April 30, 1933;
 \$4,250.00 " May 31, 1933;
 \$4,250.00 " June 30, 1933;
 \$5,853.21 " July 31, 1933;
 \$5,853.21 " August 31, 1933;
 \$5,853.21 " September 30, 1933;
 \$5,853.21 " October 31, 1933;
 \$5,853.21 " November 30, 1933;
 \$5,853.21 " December 31, 1933;
 \$5,853.24 " January 31, 1934;
 \$22,407.50 " thirty days after the decision of the Railroad Commission of the State of California in cases Nos. 3152 and 3153 shall have become final.

It is mutually understood and agreed that the various sums hereinabove scheduled for payment at dates subsequent to June 30, 1933, create no debt or liability upon The City or San Diego under this contract, but that the sole debt or liability created is that which arises from year to year in separate amounts as the work is performed.

It is mutually understood and agreed that the payment of said \$89,630.00 as hereinabove provided, will be in full for the completed work and will cover all materials, supplies, labor, transportation, tools, equipment, and all other expenditures incidental to satisfactory compliance with the contract.

2. The parties of the second part agree to make:

(a) A complete inventory of the San Diego Consolidated Gas and Electric Company's properties used and useful in the service of the public as of the date of the investigation and inquiry by the Railroad Commission into the reasonableness of said company's rates;

(b) An historical reproduction cost appraisal of all of said company's properties, except land, as of the date of actual construction;

(c) A thorough examination of said company's books with reference to checking their capital accounts with actual property existing in the field, in order that any and all discrepancies may be checked, shown and noted;

(d) A reproduction cost new appraisal as of the date of inquiry, in order that the downward trend of commodity prices for materials and labor between the time the property was constructed and the date of the investigation and inquiry by the Railroad Commission into the reasonableness of said company's rates may be shown;

(e) A thorough audit of the said company's books in order to determine proper capital overheads which shall be included in both the historical reproduction cost and the reproduction cost new appraisals, as well as to ascertain whether or not the company has in the past followed the practice of charging to operating expense overheads which might properly have been charged to capital account;

(f) A thorough examination in the field of all the depreciable property of said company, as well as a review of their office records, for the purpose of determining the expired and probable remaining useful life of the various units of property in order that a proper amount of accrued depreciation may be deducted in arriving at present fair value;

(g) A thorough study of proper allowance for working cash capital and the value of materials and supplies on hand required by law to be included in the rate base;

(h) An inventory and appraisal of all operative lands of the said company as of the date of inquiry;

(i) A thorough study of proper annual or annuity depreciation to be charged to operating expense;

(j) A thorough study of the said company's past practices with references to operating expense to determine proper and reasonable operating costs for the services performed, with an estimate of said costs for the future. This also will include the question of the reasonableness or justification for any fees paid by the said company to others as management fees, or otherwise;

(k) A complete analysis of the cost of money to and/or the cost of financing of said company;

(l) A thorough study of the question of whether or not all of the company's present operative property is required in the service to the public because of the advent of service of natural gas;

(m) The preparation and compilation of adequate reports in exhibit form of all the various findings and determinations resulting from the survey and investigation herein provided for;

(n) A proposed spread of rates for the different services, namely, gas, electricity and steam, which will produce in the aggregate revenues to pay a fair and reasonable return upon the present fair value of said company's property;

(o) To prepare and present said matters, and all other necessary matters, under the direction of the City Attorney of The City of San Diego, to the Railroad Commission, in cases Nos. 3152 and 3153 now pending, or any other cases arising out of this investigation, if and when necessary, through Fred F. Ball, Consulting Engineer, and Frederick von Schrader, attorney at law, or such other engineer and/or attorney as may hereafter be appointed by said parties of the second part with the consent and approval of the Council of The City of San Diego expressed by resolution; said presentation will include the preparation and compilation of all necessary exhibits and evidence, and all expense of any kind whatsoever incurred in the hearing before the said Commission by said parties of the second part;

(p) All records, documents and exhibits prepared, compiled or acquired by the parties of the second part in the performance of any of the terms of this contract shall be at all times the property of the party of the first part, and shall be, by said parties of the second part, peaceably surrendered whenever demanded by said party of the first part; provided, however, that nothing herein contained shall be deemed to preclude said parties of the second part from preparing, compiling or acquiring copies of any such records, documents or exhibits for their personal use.

(q) Services of the parties of the second part, together with their attorney and engineer, will be available in the event these cases, or any case arising out of this investigation, are carried to a higher court.

3. It is mutually understood and agreed that the foregoing statement of specific services to be performed by the parties of the second part is not to be deemed exclusive, and that it is the true intent of the parties hereto that said parties of the second part shall, for the compensation herein provided, acquire, collect and compile, and shall, under the direction of the City Attorney of The City of San Diego, present to the Railroad Commission of the State of California any and all facts and information as may be necessary and/or useful to said Commission in determining the proper rates to be charged by said San Diego Consolidated Gas and Electric Company to consumers of gas, electricity and steam within The City of San Diego.

4. That the services of Fred F. Ball, or some other Consulting Engineer substituted with the consent and approval of the Council of The City of San Diego, expressed by resolution, shall at all times during the period covered by this contract, be retained by the parties of the second part, and that all the matters and things herein agreed to be performed by said parties of the second part shall be so performed under the direct personal supervision, management and control of said Fred F. Ball, or other Consulting Engineer substituted in his place and stead, as provided herein.

5. That the services of Frederick von Schrader, or some other attorney at law, substituted in his place and stead, with the consent and approval of the Council of The City of San Diego, expressed by resolution, shall at all times during the period covered by this contract be retained by the parties of the second part; and that said Frederick von Schrader or other attorney at law substituted in his place and stead as provided herein will, under the direction of the City Attorney of The City of San Diego, personally supervise all legal matters (including presentation of cases Nos. 3152 and 3153 to the Railroad Commission of the State of California) relating to, or involved in, the performance by the parties of the second part of the various covenants herein on their part to be performed.

6. It is mutually understood and agreed by and between the parties hereto that in the event that the rates fixed by the Railroad Commission of the State of California for gas, electricity and steam furnished by the San Diego Consolidated Gas and Electric Company to consumers within The City of San Diego shall hereafter be or become satisfactory to all of the members of the Council of The City of San Diego, then said Council shall have the right by resolution unanimously adopted, and not otherwise, forthwith to terminate this agreement. Upon any termination of this contract, as in this paragraph provided, the parties of the second part shall be entitled, as full compensation for services rendered pursuant hereto, and in full satisfaction of any and all claims, rights or remedies which said parties of the second part may have or acquire under the terms of this agreement, to all sums theretofore paid to them by the party of the first part, and no more; provided, however, that if such sums shall not be sufficient to constitute reasonable compensation for services actually rendered by said parties of the second part prior to such termination, then the parties of the second part shall be entitled, to payment from the party of the first part of such additional sum as, together with all sums theretofore paid, shall constitute reasonable compensation for all services actually rendered prior to the date of such termination.

7. It is mutually understood and agreed that work shall be commenced by the parties of the second part within twenty (20) days after the execution of this contract on behalf of The City of San Diego, and all work to be performed by said parties of the second part, save and except that contemplated and required by sub-section (c) of Section 2 hereof shall be completely performed on or before twelve (12) months after commencement of work pursuant to the terms of this contract. All matters and things required to be performed by the terms of sub-section (c) of Section 2 hereof shall be so performed when requested by the party of the first part at any time after actual completion by said parties of the second part of all matters herein required by the terms of this contract necessary to the proper presentation of the cases to the Railroad Commission of the State of California.

8. The parties of the second part agree to employ and maintain, in and about the performance of the work herein and hereby undertaken by them, a number of persons reasonably adequate, both as to number, qualifications and experience, to complete all such work within the time limited herein.

Said parties of the second part shall, through their agents, employees and otherwise, prosecute work hereunder diligently and at a rate reasonably adequate to insure full compliance with the contract within the time limit fixed herein.

If the parties of the second part fail to commence work promptly, or to maintain a rate of progress reasonably adequate to insure full compliance with the contract within the time limit herein fixed, then the Council of The City of San Diego may, by resolution, suspend the making of any or all payments due or to become due under the terms of this contract until such time as the rate of progress shall be or become reasonably adequate to insure such compliance with such time limit. It is agreed that the discretion by this paragraph vested in the Council of The City of San Diego in determining the adequacy or inadequacy of the rate of progress of the work of the parties of the second part is not to be deemed an arbitrary discretion, but is to be a reasonable discretion. It is further understood and agreed that failure of said Council to object to the adequacy of the rate of progress, either by suspension of payments as in this paragraph provided, or otherwise, shall not relieve the parties of the second part from their obligation fully to perform the work within the time limit herein fixed.

9. Parties of the second part hereby agree to keep or cause to be kept an accurate record showing the names, occupations and citizenship of all persons employed in or about the performance of the work herein and hereby undertaken by them; and also showing the actual hours worked and actual compensation paid to each of said persons, which record shall be open at all reasonable hours to the inspection of any person or persons duly authorized by the Council of The City of San Diego to make such inspections.

10. Should the parties of the second part fail to complete the work herein and hereby undertaken by them, or any part thereof, in the time agreed upon in this contract, or within such extra time as may by resolution of the Council of The City of San Diego be allowed for delays deemed by said Council to be not the fault of said parties of the second part, a deduction of one hundred dollars (\$100.00) per day will be made for each and every day, including Sundays and holidays, that the contract remains uncompleted after the date required for completion.

It is mutually understood and agreed that, from the nature of the case, it would be impracticable to fix the actual damages accruing to The City of San Diego upon failure of the parties of the second part to complete the work within the time herein provided. By reason of said impracticability of fixing actual damages, said amounts of one hundred dollars (\$100.00) per day is hereby agreed upon as liquidated damages for the loss to The City of San Diego in the event of the failure of the parties of the second part to complete the work herein and hereby undertaken by them within the time agreed upon. Said amounts will be deducted from any money due the parties of the second part under this contract, and said parties of the second part and their sureties shall be liable for any excess.

11. Parties of the second part expressly agree that no labor other than citizens of The City of San Diego shall be employed in or about the performance of work herein and hereby undertaken by said parties of the second part; provided, however, that said parties of the second part shall be privileged to employ one engineer and one attorney who need not be or become citizens of The City of San Diego.

12. The said parties of the second part hereby agree to furnish to said party of the first part a faithful performance bond, executed by a corporate surety authorized to transact business in the State of California, which bond shall be in the sum of eighty-nine thousand and six hundred thirty dollars (\$89,630.00), conditioned upon the faithful performance of the work outlined herein to be performed by said parties of the second part.

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

14. 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 parties of the second part unless authorized and directed by resolution of said Council to that effect.

15. The said parties of the second part hereby agree to comply with all laws of the State of California and of the City of San Diego in regard to employment of labor and aliens.

16. It is further mutually agreed between all of the parties hereto that in the event the San Diego Consolidated Gas and Electric Company voluntarily makes a reduction in its rates equalling seven hundred fifty thousand dollars (\$750,000.00) reduction annually in charges to consumers for services furnished by the said Company, at any time within six months from the date hereof, this contract shall become null and void upon the ratification of such agreement by the Railroad Commission, and the parties of the second part shall have no further claim against The City of San Diego other than that provided for in Section 6 hereof; provided, however, that when such reduction is offered the San Diego Consolidated Gas and Electric Company shall pay to the City all sums properly due and payable up to said date by The City of San Diego to the parties of the second part, under the terms of this contract.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through a majority of the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and the parties of the second part have hereunto subscribed their names, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, Party of the First Part

By ALBERT W. BENNETT
LEROY E. GOODEBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

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

RAY L. HAUSE
RALPH B. HUNT
RICHARD A. SCHWARTZ,
Parties of the Second Part

I hereby approve the form of the foregoing Agreement this 6th day of Jan., 1933.

C. L. BYERS, City Attorney

In consideration of the execution by The City of San Diego of the foregoing contract, I do hereby contract and agree, personally to supervise, manage and control all work of every character incidental or necessary to the performance, by the parties of the second part, of all the matters and things agreed, in said foregoing contract, to be performed by said parties of the second part.

Dated this 2nd day of January, 1933.

Approved: RAY L. HAUSE
RALPH B. HUNT
RICHARD A. SCHWARTZ

FRED F. BALL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Hause, Hunt & Schwartz, being Document No. 280397.

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 we, RAY L. HAUSE, RALPH B. HUNT and RICHARD A. SCHWARTZ, of the City of San Diego, County of San Diego, State of California, as Principals, and CENTRAL WEST CASUALTY COMPANY a corporation organized and existing under and by virtue of the State of MICHIGAN, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of eighty-nine thousand six hundred thirty dollars (\$89,630.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principals hereby bind themselves, their heirs, executors and administrators, 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 January, 1933.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principals have entered into the annexed contract with The City of San Diego to prepare and furnish to The City of San Diego;

(a) A complete inventory of the San Diego Consolidated Gas and Electric Company's properties used and useful in the service of the public as of the date of the investigation and inquiry by the Railroad Commission into the reasonableness of said company's rates;

(b) An historical reproduction cost appraisal of all of said company's properties, except land, as of the date of actual construction;

(c) A thorough examination of said company's books with reference to checking their capital accounts with actual property existing in the field, in order that any and all discrepancies may be checked, shown and noted;

(d) A reproduction cost new appraisal as of the date of inquiry, in order that the downward trend of commodity prices for materials and labor between the time the property was constructed and the date of the investigation and inquiry by the Railroad Commission into the reasonableness of said company's rates may be shown;

(e) A thorough audit of the said company's books in order to determine proper capital overheads which shall be included in both the historical reproduction cost and the reproduction cost new appraisals, as well as to ascertain whether or not the company has in the past followed the practice of charging to operating expense overheads which might properly have been charged to Capital Account;

(f) A thorough examination in the field of all the depreciable property of said company, as well as a review of their office records, for the purpose of determining the expired and probable remaining useful life of the various units of property in order that a proper amount of accrued depreciation may be deducted in arriving at present fair value;

(g) A thorough study of proper allowance for working cash capital and the value of materials and supplies on hand required by law to be included in the rate base;

(h) An inventory and appraisal of all operative lands of the said company as of the date of inquiry;

(i) A thorough study of proper annual or annuity depreciation to be charged to operating expense;

(j) A thorough study of the said company's past practices with reference to operating expense to determine proper and reasonable operating costs for the services performed, with an estimate of said costs for the future. This also will include the question of the reasonableness or justification for any fees paid by the said company to others as management fees, or otherwise;

(k) A complete analysis of the cost of money to and/or the cost of financing of said company;

(l) A thorough study of the question of whether or not all of the company's present operative property is required in the service to the public because of the advent of service of natural gas;

(m) The preparation and compilation of adequate reports in exhibit form of all the various findings and determinations resulting from the survey and investigation herein provided for;

(n) A proposed spread of rates for the different services, namely, gas, electricity and steam, which will produce in the aggregate revenues to pay a fair and reasonable return upon the present fair value of said company's property;

(o) To prepare and present said matters, and all other necessary matters, under the direction of the City Attorney of The City of San Diego, to the Railroad Commission, in cases Nos. 3152 and 3153 now pending, or any other cases arising out of this investigation, if and when necessary, through Fred F. Ball, Consulting Engineer, and Frederick von Schrader, attorney at law, or such other engineer and/or attorney as may hereafter be appointed by said principals with the consent and approval of the Council of The City of San Diego expressed by resolution; said presentation will include the preparation and compilation of all necessary exhibits and evidence, and all expense of any kind whatsoever incurred in the hearing before the said Commission by said parties of the second part in said contract (principals herein);

(p) All records, documents and exhibits prepared, compiled or acquired by the parties of the second part in said contract (principals herein) in the performance of any of the terms of the said contract shall be at all times the property of The City of San Diego, and shall be, by said principals, peaceably surrendered whenever demanded by The City of San Diego; provided, however, that nothing contained in said contract shall be deemed to preclude said principals from preparing, compiling or acquiring copies of any such records, documents or exhibits for their personal use;

(q) Services of the said principals, together with their attorney and engineer, will be available in the event these cases, or any case arising out of this investigation, are carried to a higher court;

All in accordance with the plans, specifications, terms and conditions contained in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the above named principals Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz, their heirs, executors and administrators, do and shall well and truly observe, perform, and keep all and every of the covenants specified and contained in that certain agreement by and between The City of San Diego and Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz, bearing even date with the above obligation, and which is annexed hereto, which on the part of the said Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz, their heirs, executors and administrators, is, are, and ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of the said agreement, then the above obligation shall be void; otherwise, to remain in full force and virtue.

RAY L. HAUSE

RALPH B. HUNT

RICHARD A. SCHWARTZ, Principals

CENTRAL WEST CASUALTY COMPANY, Surety
By L.L.MCBROOM, Attorney-in-Fact.

(SEAL) ATTEST:
W. B. BARR

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

On this 6th day of January in the year one thousand nineteen hundred and thirty-three, before me, Edna M. R. Urquhart a Notary Public in and for the County of San Diego, personally appeared L. L. MCBROOM known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Central West Casualty Company and acknowledged to me that he subscribed the name of Central West Casualty Company thereto as principal, and his own name as attorney in fact.

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

(SEAL)
My Commission Expires
Nov. 18, 1936

EDNA M. R. URQUHART
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 6 day of January, 1933.

C. L. BYERS, City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 10th day of January, 1933.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council of The City of
San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bond of Hause, Hunt & Schwartz as Principals and Central West Casualty Company, as Surety, being Document No. 280480.

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

By August M. Wadstrom Deputy

AGREEMENT BY AND BETWEEN THE CITY OF
SAN DIEGO AND RAY L. HAUSE, RALPH B.
HUNT AND RICHARD A. SCHWARTZ, AND
CENTRAL WEST CASUALTY COMPANY, RELA-
TIVE TO SAN DIEGO CONSOLIDATED GAS
AND ELECTRIC COMPANY RATE REDUCTIONS.

WHEREAS, on the 6th day of January, 1933, there has been presented to the Council of The City of San Diego for consideration a contract between The City of San Diego and Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz, together with a faithful performance and completion bond executed by Central West Casualty Company, as surety, under the terms of which contract the said contractors are obligated to furnish a complete inventory and appraisal of all the properties of the San Diego Consolidated Gas and Electric Company, together with the preparation, furnishing and presentation of various engineering researches and surveys of operating expenses of said Company, all as more specifically set forth in that contract this day presented to the Council, and approved by the City Attorney, and filed under Document No. 280397, in the office of the City Clerk of said City; and

WHEREAS, the San Diego Consolidated Gas & Electric Company has tentatively agreed to present to this Council not later than close of business Tuesday January 10th, 1933, a proposal under which there will be a voluntary reduction in the rates charged to consumers in The City of San Diego for services furnished by said Company; NOW, THEREFORE,

THIS AGREEMENT, made and entered into this 6th day of January, 1933, 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 RAY L. HAUSE, RALPH B. HUNT and RICHARD A. SCHWARTZ, and CENTRAL WEST CASUALTY COMPANY, a corporation, parties of the second part, WITNESSETH:

That for and in consideration of the execution by the Council of The City of San Diego of the contract herein referred to between The City of San Diego and Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz, on file in the office of the City Clerk under Document No. 280397, Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz and the Central West Casualty Company agree to the termination and cancellation of all rights, obligations, remedies and rights of action which will accrue or might accrue to them, either jointly or severally, under the terms of the contract between the City and said parties herein identified and referred to, in the event that the Council of The City of San Diego by a majority vote agree to accept on or before the 14th day of January, 1933, the proposal to be filed by the San Diego Consolidated Gas and Electric Company, under which the City may obtain a voluntary reduction in rates for services to consumers of said Company with The City of San Diego, and which proposal has been agreed to be filed not later than Tuesday, January 10th, 1933.

In the event that the proposal filed by the San Diego Consolidated Gas and Electric Company offering a voluntary reduction in rates is not satisfactory to a majority of the members of the Council, and is not adopted and approved by said Council, then this supplemental agreement shall be forthwith terminated, and shall be of no force or effect.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through a majority of the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and the said Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz have hereunto subscribed their names, and the said Central West Casualty Company has caused this agreement 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
Party of the first part.
By ALBERT W. BENNETT
DAN ROSSI
CHAS. E. ANDERSON
JOHN R. BLAKISTON
JOSEPH J. RUSSO
LEROY E. GOODBODY

RAY L. HAUSE
RALPH B. HUNT
RICHARD A. SCHWARTZ
CENTRAL WEST CASUALTY COMPANY (SEAL)
By L. L. MCBROOM, Attorney in Fact.
Parties of the Second part.

(SEAL) - ATTEST:
ALLEN H. WRIGHT

ATTEST:
ALLEN H. WRIGHT

I hereby approve the form of the foregoing Agreement this 6 day of January, 1933.
C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with Hause, Hunt & Schwartz and Central West Casualty Company, being Document No. 280391.

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

AN AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND RAY L. HAUSE, RALPH B. HUNT AND RICHARD
A. SCHWARTZ, RELATIVE TO FURNISHING THE CITY
OF SAN DIEGO WITH A CONTRACT OF LIFE INSUR-
ANCE ON THE LIFE OF MR. FRED F. BALL, OF LOS
ANGELES.

THIS AGREEMENT, made and entered into this 6th day of January, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation in the City of San Diego, party of the first part, and RAY L. HAUSE, RALPH B. HUNT and RICHARD A. SCHWARTZ, parties of the second part, WITNESSETH:

WHEREAS, on the 6th day of January, 1933, a contract between The City of San Diego and Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz has been presented to the Council for execution, providing for the preparation, furnishing and presentation of a complete, detailed inventory and appraisal of the properties of the San Diego Consolidated Gas & Electric Company, together with all other matters necessary or incidental thereto; and

WHEREAS, under the terms of said agreement the parties of the second part agree to secure and furnish the services of Mr. Fred F. Ball, of Los Angeles, all as specifically set forth in the said contract with the City, on file in the office of the City Clerk of said City under Document No. 280397,

WITNESSETH:

That for and in consideration of the execution of said contract between The City of San Diego, second parties agree, in the event Fred F. Ball is an acceptable risk, to have executed and furnished to The City of San Diego a policy of life insurance by a proper insurance company authorized to do business in the State of California, in the sum of Fifty Thousand Dollars (\$50,000.00), payable to The City of San Diego in the event of the death of the said Fred F. Ball; said policy of insurance to be delivered to the Treasurer of said City within thirty (30) days from date of execution of this agreement.

IN WITNESS WHEREOF, said parties of the second part have hereunto subscribed their names, the day and year in this agreement first hereinabove written.

(SEAL)
Witnessed by
ALLEN H. WRIGHT

RAY L. HAUSE
RALPH B. HUNT
RICHARD A. SCHWARTZ

Approved as to form.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with Hause, Hunt & Schwartz, being Document No. 280393.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Skadstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 3rd day of OCTOBER, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, and WILLIAM C. McDUFFIE, as the regularly appointed, qualified and acting Receiver for the Richfield Oil Company of California, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

Beginning at the point of intersection of a line parallel to and distant 17 feet southeasterly from the northwesterly line of Sicard Street with a line parallel to and distant 53 feet southwesterly from the northeasterly line of Railroad Avenue; thence south 39° 17' west along said line parallel to the northwesterly line of Sicard Street a distance of 69.47 feet (record distance 69.52 feet) to a point, said point being Engineer's Station 84 plus 2738 on the Base line established for the survey of the Mean High Tide Line of the Bay of San Diego and shown on Miscellaneous Map #42 recorded in the office of the County Recorder of San Diego County; thence north 62° 18' 15" west along said Base line a distance of 171 feet to a point; thence south 37° 32' 15" west to the point of intersection of the southwesterly line of the Atchison, Topeka and Santa Fe Railroad Company's right of way, said point being the true point of beginning; thence continuing south 37° 32' 15" west a distance of 600 feet to a point; thence south 52° 27' 45" east at right angles to the last described course a distance of 15 feet to a point; thence south 37° 32' 15" west at right angles to last mentioned line a distance of 300 feet to a point; thence north 52° 27' 45" west at right angles to last mentioned line a distance of 30 feet to a point; thence north 37° 32' 15" east at right angles to last mentioned line a distance of 300 feet to a point; thence south 52° 27' 45" east at right angles to last mentioned line a distance of 7 feet to a point; thence north 37° 32' 15" east at right angles to the last mentioned line to an intersection with the southwesterly line of the Atchison, Topeka and Santa Fe Railroad Company's right of way; thence southeasterly along said right of way line to the true 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 period of one (1) year from and after the date hereof, unless sooner terminated as herein provided, at the rental of fifty dollars (\$50.00) per month, payable in advance on the first day of each and every month during the term of this lease.

At the expiration of the term herein granted and provided, if the Lessee shall not be in default as to any of the terms and conditions in this lease provided, said Lessee shall be entitled to an extension of this lease upon the same terms and conditions and upon the same rental for an additional period of one (1) year. If Lessee shall elect to exercise the option herein granted for such additional period of one (1) year, then and in that event at the end of said second year the Lessee shall, if not then in default as to any of the terms and conditions herein provided, be entitled to a further extension of this lease for an additional period of three (3) years. The rental for said three-year extension shall be eighty dollars (\$80.00) per month, payable in advance on the first day of each and every month during said extended term.

Neither the whole nor any part of this lease shall be assignable or transerable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission of The City of San Diego evidenced by resolution regularly passed by said Commission.

The 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, or his predecessors in interest, 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 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 said premises shall be used for the maintenance and operation of a wharf and pipe lines for receiving and delivering gasoline and oil shipments by water.

(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 his own cost and expense from said premises any wharf erected by him thereon.

(3) That the business of said Lessee to be conducted upon said premises shall be that of receiving and delivering gasoline and oil shipments by water, including the maintenance of wharf facilities therefor.

(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 receiving and delivering gasoline and oil shipment, including the maintenance of wharf 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 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 move 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 there-to 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.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO

By RUFUS CHOATE

R. H. VAN DEMAN

EMIL KLICKA

Members of The Harbor Commission of The City of San Diego, California.

Wm. C. McDUFFIE

As the regularly appointed, qualified and acting Receiver for the RICHFIELD OIL COMPANY OF CALIFORNIA, a corporation.

I hereby approve the form of the foregoing Lease, this 30 day of December, 1932.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with William C. McDuffie, as Receiver for Richfield Oil Company of Calif., being Document No. 280426.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By

Deputy.

UNDERTAKING FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA 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 SEVENTY-TWO DOLLARS (\$72.00), 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 6th day of February, 1933.

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 CRESENTIA DRIVE, for its entire length; SAN REMO WAY, for its entire length, 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, Principal

By W. F. RABER

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By FRANK A. SALMONS, Resident-Vice-President

(SEAL) ATTEST:

J. A. CANNON, Secretary

(SEAL) ATTEST:

PAUL WOLCOTT, Resident Assistant Secretary

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

On this 6th day of February, in the year nineteen hundred thirty-three, 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. Salmon, 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.

(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 9 day of Feb., 1933

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59573 passed and adopted on the 23d day of January, 1933, require and fix the sum of \$72.00 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
LA PLAYA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 14th day of February, 1933, 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 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 CRESENTIA DRIVE, for its entire length;

SAN REMO WAY, for its entire length

Such furnishing of electric current shall be for a period of one year from and including November 25, 1932, to-wit, to and including November 24, 1933.

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 and Assessment for La Playa Lighting District No. 1", filed August 19, 1932 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 Seventy and 86/100 Dollars (\$270.86) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Seventy and 86/100 Dollars (\$270.86) shall be paid out of any other fund than said special fund designated as "La Playa Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$270.86 is the net amount that will be due said company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478, and that no further reduction shall be made unless ordered by said Commission as hereinbefore provided.

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 Seventy and 86/100 Dollars (\$270.86).

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 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:

J. A. CANNON, Secretary

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the draft of the foregoing Contract, this 9 day of Feb., 1933
 C. L. BYERS, City Attorney
 By GILMORE TILLMAN, 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. 281088.

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

By August M. Madstrom Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 30th day of January, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and OLIVER SEXSON, hereinafter designated as the lessee, R

WITNESSETH: That pursuant to and under the authority of the provisions of Resolution No. 59607, of the City of San Diego, passed and adopted by the Council of said City on the 30th day of January, 1933, the said City does by these presents, lease, demise and sub-let unto the said lessee the following described property, situate in the County of San Diego, State of California, 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 west 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.

EXCEPTING therefrom all public roads, highways and easements;

And subject, also, to all easements, encumbrances and liens of every kind, 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 Lessee, for a period of three (3) years from and after the date of the execution of this lease, unless sooner terminated as herein provided, at the following rentals:

Two hundred fifty dollars (\$250.00) per year, payable in equal semi-annual installments, in advance, during the term of this lease.

In consideration of the premises the Lessee agrees with the City as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;

(b) That the Lessee will use the land for agricultural purposes only; and that Lessee will cultivate the lands 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;

(c) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the 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;

(d) That the City shall have the right to enter upon said lands for inspection, for the purpose of water development and/or the right to cancel this lease in the event the City 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 City shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) days' notice of the City's intention so to do;

(e) 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 City, 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 City.

The City 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; and said City 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 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 City 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 City 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 or 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 City the expenses and costs incurred by the City in any action which may be commenced by the City 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 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.

CITY OF SAN DIEGO,
BY JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
Members of the Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

OLIVER SEXSON, Lessee
I hereby approve the draft of the foregoing lease this 18 day of January, 1933
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Oliver Sexson, being Document No. 280713.

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

STIPULATIONS Act of February 1, 1905

I
Uses, Cleveland
San Diego, City of
Reservoir, 7/27/32
(Los Angeles 050686)

WHEREAS, The reservoir right of way applied for by the City of San Diego (hereinafter called the Applicant) is within the Cleveland National Forest, as shown by certain tracings executed by H. N. Savage, Engineer in Charge, on July 12, 1932 and filed in the United States Land Office at Los Angeles, California, on July 27, 1932; 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 Regional Fiscal Agent or such other 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, saleable 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.

2. 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 State and County Boards of Health.

3. To obtain from the Forest Supervisor a Special Use Permit for all construction camps located on National Forest land.

4. 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.

5. 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.

6. To pay to the Regional Fiscal Agent or such other depository or officer as may hereafter be designated by the United States, 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 dam site, pipe line, road, or other use of the lands, or construction and maintenance work in connection therewith, within the exterior boundaries of the Cleveland National Forest; and when any fires shall occur during construction or maintenance work or other use on or within 200 feet of such construction or maintenance work, or other use, it shall be conclusively presumed to have resulted from said 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 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 fires shall have a point of origin on or within 200 feet of any of said work, 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 contract which the Applicant may make for the said construction or maintenance work but said Applicant shall be held liable for all damages notwithstanding any provisions of such contract.

7. During the periods of construction or maintenance work 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 placed 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.

8. 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 in the construction or maintenance work upon the dam, reservoir site, pipe line, road, or other use or through the agency or negligence of the Applicant, its employees, contractors, or employees of contractor.

9. During the period of the construction of the dam, reservoir, pipe line, or road, and during periods of maintenance work thereon, to equip 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 feet of serviceable hose, six parge pails, six shovels, three axes and a constant supply of not less than the equivalent of twelve barrels of water.

10. During the period of construction and periods of maintenance 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 9 and 10 shall not apply to oil, gasoline, or electrically operated equipment.

11. During the period of construction and periods of maintenance 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 ten-inch mill files and one foot-power grinder. The above equipment to be kept intact and in serviceable condition for fire fighting use only.

12. To burn only by permission and under instructions of the Forest officer in charge.

13. From May 1 to November 30 of each calendar year during the period of construction of the dam, reservoir, pipe line and roads, for the protection of the surrounding area from fire, a chief fire warden shall be appointed by the local Forest Supervisor. The duties of the chief fire warden shall be the inspection and supervision of construction work on the above projects by the Applicant, its contractors or sub-contractors, in the clearing of brush and other inflammable material and disposal thereof, the enforcement of Forest Service Fire prevention and other regulations and stipulations, and to direct suppression action and work on any fires which may start in the immediate vicinity. The salary of the chief fire warden shall be at a rate of not to exceed \$150.00 per month, and is to be paid by the Applicant when certified by the proper Forest official; the chief fire warden shall be designated as a Forest officer and shall work under the instructions of the Forest Supervisor. If deemed necessary by the Forest Supervisor, the Applicant shall provide suitable living quarters for the chief fire warden.

14. To use oil exclusively as fuel in the operation of all steam equipment employed in the constructions and maintenance of the dam, reservoir, pipe line and road.

15. Water impounded in the reservoir area shall at all times be available to the Forest Supervisor or his representatives, for fire protection purposes.

16. Valves of a type approved by the Forest Supervisor, and not to exceed four in number shall be installed by the Applicant on the pipe line leading from El Capitan Dam where it traverses the S-1/2 SW-1/4 Section 7, T. 15 S., R. 2 E., S.B.M., such valves to be accessible to tank trucks or fire hose. Such valves may be locked, at the discretion of the Applicant, locks to be furnished by the Forest Service.

17. At least one motor-propelled tank truck, of a type approved by the Forest Supervisor, shall be maintained in good condition upon the area for the purpose of adding in the prevention and suppression of fires in and adjacent to the area ("adjacent" shall be construed as meaning within the watershed area draining into the El Capitan Reservoir and within a distance of not to exceed ten miles.)

18. The plans for this dam shall be approved and the method of construction shall be under the supervision of the State Engineer of California insofar as the safety of construction is concerned. The plans and specifications shall also be approved by the Regional Forester of the U.S. Forest Service at San Francisco, California, as to their effect on National Forest interests, and prior to beginning of construction. The project works shall be constructed in accordance with such approved plans, except with such modifications as shall receive prior written approval.

19. The Applicant shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forest caused by the Applicant in the exercise of the privilege granted by this easement; and shall rebuild all existing roads, trails, or telephone lines which may be submerged by construction of this project, to the satisfaction of the Forest officers.

20. The Applicant shall provide, whenever requested by the Forest officers, a way across the lands covered by its easement, for the free ingress or egress of Forest officers both to the project area and the canyons both below and above the dam.

21. During the term of this easement the Forest Service shall have free access to and use of communication facilities installed or controlled by the Applicant for official business where such facilities are existent upon or traverse lands covered by this easement; and further, shall be permitted without charge to connect onto existing lines located upon or traversing the area covered by this easement, and/or to construct and maintain communication lines on, through, or across lands covered by this easement.

22. Use of any of the area covered by this easement for public camp ground purposes shall be subject to approval by the Forest Supervisor. Sanitary facilities in use on the area shall be in accordance with County Ordinances, State laws, and Federal regulations. Such use shall not relieve the Applicant from liability for damages resulting from fire originating from such use. Such use of the area shall be subject to approval by the Forest Supervisor as to fire prevention measures.

23. In order to protect and conserve fish life in and above the reservoir area, the Applicant shall maintain sufficient water within the reservoir to protect such fish life.

24. If the Applicant, its successors or assigns shall desire to utilize or permit the utilization of this dam or reservoir for the development of power, such power development shall be undertaken only after authorization by license, under the provisions of the Federal Water Power Act, or under the provisions of such other laws of the United States as may then be in force concerning development of water power.

25. There shall be reserved to the United States or any licensee of the United States the right to develop power at said dam and for such purpose to modify or enlarge the dam and appurtenances and to occupy and use the dam and appurtenances and the land occupied thereby or adjacent thereto, under equitable property and operation agreements; and in case the parties cannot reach an accord, issue in dispute shall be settled by arbitration according to the procedure provided for in 43 Statutes at Large Chapter 213, such occupation and use to be subject to such reasonable rules and regulations as the Applicant, its successors

and assigns may, with the approval of this commission, specify in the interest of flood control, conservation and irrigation; Provided, however, that any such power works shall not be constructed or operated in such manner as to interfere unreasonably with the primary use of the dam and reservoir for flood control, conservation and irrigation.

26. To make any assignment or transfer of said right of way only after and on condition that the assignees or transferees, jointly and severally, covenant in writing to fulfill and perform all the duties and obligations of the Applicant arising hereunder, including its obligations under this paragraph.

IN WITNESSS WHEREOF, said Applicant has caused this instrument to be executed at San Diego, California, this 23rd day of January, 1933.

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Stipulations between U.S. Forest Service and City of San Diego, being Document No. 280781.

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

AGREEMENT FOR MUTUAL RESCISSION OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

That G. CHRONES, Lessor, and The City of San Diego, a municipal corporation, Lessee, for and in consideration of the sum of forty dollars (\$40.00), lawful money of the United States, paid by The City of San Diego to the said G. Chrones, mutually and severally revoke, rescind, cancel and annul that certain lease-contract heretofore entered into by and between the parties hereto, covering those certain premises known and described as No. 754 Second Street, in The City of San Diego, County of San Diego, State of California; said lease being evidenced by a lease-contract, dated May 25th, 1931, signed by the parties hereto, and filed in the office of the Clerk of said City under Document No. 268991.

IN WITNESS WHEREOF, a majority of the members of the Council of said The City of San Diego have hereunto subscribed their names on behalf of said City, and the said G. Chrones has hereunto subscribed his name, this 30th day of January, 1933.

(SEAL)
ATTEST:
ALLEN H. WRIGHT, City Clerk
August M. Wadstrom, Deputy

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

I HEREBY approve the form of the foregoing Agreement this 20 day of January, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Rescission of Lease, with G. Chrones, being Document No. 280799.

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

L E A S E

THIS AGREEMENT, made and entered into this 14th day of February, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and L. W. BRAUNER, hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Resolution No. 59677, of the Resolutions of the City of San Diego, passed and adopted by the Council of said City on the 14th day of February, 1933, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

The west one-half of Pueblo Lots 1296 and 1299, of the Pueblo Lands of The City of San Diego, excepting therefrom all easements, rights of way, and leases now existing.

For a term of two (2) years, beginning on the 16th day of December, 1932, and ending on the 15th day of December, 1934, at the following rentals: One hundred twenty dollars (\$120.00) for the full term of said lease, payable in two annual installments of sixty dollars (\$60.00), in advance, at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for grazing purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210, as amended.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up until 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.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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, a majority of the members of the 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

CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

L. W. BRAUNER, Lessee
I hereby approve the draft of the foregoing lease this 18 day of January, 1933
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with L. W. Brauner, being Document No. 281082

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 1st day of November, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Kansas, as Lessee, WITNESSETH:

That The City of San Diego, lessor as aforesaid, for certain good and valuable considerations to it moving from the said lessee, the receipt whereof is hereby acknowledged, and in further consideration of the rentals hereinafter reserved, 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 intersection of the western line of 16th Street with the northern line of Newton Avenue; thence south 21° 31' 39" west a distance of 55.66 feet to a point; thence south 39° 18' 40" west 617.60 feet to an intersection with the center line of the existing main track of the San Diego and Arizona Railway at Engineer's Survey Station 101 plus 06.06; thence north 48° 07' 28" west 21.461 feet to an intersection with the Mean High Tide Line of the Bay of San Diego as established by that certain Superior Court Action numbered 35473; thence along said Mean High Tide Line south 13° 16' 25" east 85.827 feet to a point; thence continuing along said Mean High Tide Line south 81° 21' 25" west 186.315 feet to a point, said point being the true point of commencement; thence along said Mean High Tide Line south 9° 37' 05" west 103.152 feet to a point; thence continuing along said Mean High Tide Line south 11° 28' 05" west 102.369 feet to a point; thence continuing along said Mean High Tide Line south 17° 20' 15" west 29.218 feet to an intersection with a line parallel to and 50.00 feet distant northeasterly from the center line of the existing main track of The Atchison, Topeka and Santa Fe Railway Company; thence along said line parallel to and 50.00 feet distant northeasterly from the center line of the existing main track of The Atchison, Topeka and Santa Fe Railway Company north 35° 30' 55" west 743.867 feet to a point; thence south 51° 51' 51" east 608.170 feet to the true point of commencement; said parcel or plat of land containing an area of 64.199 square feet or 1.4738 acres, more or less.

Said above described premises being further described as that portion of the tide lands shown in blue upon the plat, bearing date of September 2nd, 1932, hereto attached, marked Exhibit "A".

TO HAVE AND TO HOLD the said premises, and each and every part thereof, unto the said lessee for a term of fifty (50) years, to and including the 31st day of October, 1982, unless sooner terminated as herein provided, at the following rentals:

One Dollar (\$1.00) per year, payable in advance on the first day of each and every year during said term.

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 will be used exclusively as a site for the construction, maintenance, operation and use of railroad tracks and other railroad facilities incidental and/or necessary to the railroad business.

(2) 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 said leased premises above described; and that the lessee shall at its own cost and expense provide and maintain drainage for storm and surface waters over and across the said leased property.

(3) That all plans for buildings and structures to be placed on said leased premises shall comply with all lawful rules and regulations of the Harbor Commission of The City of San Diego; and the lessee shall also comply with the statutes, rules and regulations of the United States Government and departments thereof, and of the State of California, and the ordinances of The City of San Diego in its use of said leased premises.

(4) That before the expiration of the term of this lease, or within thirty (30) days after the termination thereof, the lessee may at its option remove any and all structures and improvements from said leased premises.

(5) The lessor hereby reserves the right to lay and maintain water or sewer pipes across any portion of the premises hereby leased, provided that the 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) This lease shall not be assignable in whole or in part, nor shall any portion of the premises hereby leased be sublet, without the written consent of the lessor.

(7) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms and conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall forthwith remove from said premises, and shall have no further right or claim thereto or interest therein; and that the City shall immediately thereupon, without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and the said lessee in accepting this lease hereby acknowledges the right of The City of San Diego to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinabove 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 therein are made a part of this lease with like effect as though the same were expressly set forth herein; and the lessee does hereby expressly covenant that it will in all respects abide by all of such laws.

It is further understood and agreed, anything to the contrary herein notwithstanding, that if at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tide lands of San Diego Bay lying bayward of the bulkhead line as now established, for navigation, commerce and fisheries, or in any manner become inconsistent with the trust under which the said tide lands are held from the State of California, the lessor shall have the right to terminate this lease upon the payment to the lessee of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of such termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, and shall not be held to include or require compensation to be made in any amount to said lessee for any damage to, or interference with, or loss of business or franchise occasioned by, any such termination.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, 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 RUFUS CHOATE

R. H. VAN DEMAN

EMIL KLIKA

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

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY,

By W. B. STOREY, Its President

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

(SEAL) ATTEST:

C. W. JONES, Assistant Secretary

I hereby approve the form of the foregoing Lease this 30th day of September, 1932.

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

On this 1st day of November, A.D. 1932, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rufus Choate, R. H. Van Deman and Emil Klicka, 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 described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said The City of San Diego.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by 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 Tideland Lease with the Atchison, Topeka & Santa Fe Railway Company, being Document No. 280467.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Kadstrom 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 THREE HUNDRED THIRTY-SEVEN DOLLARS (\$337.00), 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 6th day of February, 1933.

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 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, 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:
J. A. CANNON, Secretary

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 6th day of February, in the year nineteen hundred thirty-three, 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.

(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 9 day of Feb., 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59572 passed and adopted on the 23d day of January, 1933, require and fix the sum of \$337.00 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 14th day of February, 1933, 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 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.

Such furnishing of electric current shall be for the period of one year from and including August 14, 1932, to and including August 13, 1933.

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 and Assessment for Ocean Beach Lighting District No. 1", filed July 27, 1932 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 Two Hundred Seventy-eight and 74/100 Dollars (\$1,278.74) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereor, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand and Two Hundred Seventy-eight and 74/100 Dollars (\$1,278.74) shall be paid out of any other fund than said special fund designated as "Ocean Beach Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$1,278.74 is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478, and that no further reduction shall be made unless ordered by said Commission as hereinbefore provided.

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 Seventy-eight and 74/100 Dollars (\$1,278.74).

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, 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 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:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LE ROY E. GOODBODY
JOHN R. BLAKISTON
Members of the Council.

I hereby approve the draft of the foregoing Contract, this 9 day of Feb., 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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. 281087.

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

L E A S E

THIS AGREEMENT, made and entered into this 14th day of February, 1933, between LA JOLLA COMPANY, LTD., 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:

That certain small building located at 7851 Girard Avenue, La Jolla, formerly used as office or miniature golf course; for a term of one (1) year, beginning on February 15, 1933 and ending on February 14, 1934; at a monthly rental of ten Dollars (\$10.00), payable in advance on the 15th 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 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 be required to keep the exterior and outer walls in good condition; and the Lessee agrees to maintain the interior of said building and to pay for all water, gas and electricity used by it on said premises.

If the buildings or 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.

It is understood and agreed by the said parties that the Lessor may terminate this lease in the event of the sale of said premises by giving sixty (60) days' notice in writing of such termination to the City, and by tendering to said City a proportionate part of any rentals paid in advance by the City.

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 caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, and a majority of the members of the 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.

(SEAL)

LA JOLLA COMPANY, LTD., Lessor
By W. R. JACKSON, President

THE CITY OF SAN DIEGO,
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

I hereby approve the form of the foregoing Lease this 8 day of February, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with La Jolla Col., Ltd., being Document No. 281099.

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

L E A S E

THIS AGREEMENT, made and entered into this 20th day of February, 1933, 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 one barn, 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 one year, beginning on February 1st, 1933, and ending on January 31st, 1934, at a monthly rental of Twenty-seven and 50/100 Dollars (\$27.50), 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; and said Lessee agrees to pay for all water used by it on said premises.

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 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 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 JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council, 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 7 day of February, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Clara T. Stern, being Document No. 281238.

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

R E L E A S E

WHEREAS, on the 30th day of June, 1926, The City of San Diego entered into an agreement with Henry Johnson, being Document No. 200103, on file in the office of the City Clerk or said City, by the terms of which said City was granted an option to purchase certain lands in the San Pasqual valley particularly described in said agreement; and

WHEREAS, on the 11th day of February, 1927, The City of San Diego entered into a renewal agreement with the said Henry Johnson, which said renewal agreement is contained in Document No. 201288, on file in the office of said City Clerk; and

WHEREAS, said City has failed to exercise said option; and
 WHEREAS, said Henry Johnson is desirous of clearing the title to said lands, and is further desirous of releasing The City of San Diego from any claim by the said Henry Johnson which might arise under the terms of the option agreement and renewal agreement hereinbefore referred to; NOW, THEREFORE,

For and in consideration of the execution and delivery of a quitclaim deed by The City of San Diego releasing, remising and quitclaiming to the said Henry Johnson, all the City's right, title and interest in and to the property particularly described in said option agreement, Henry Johnson does by these presents release The City of San Diego from any liability of whatever nature arising by reason of the failure of said City to exercise said option, and from any of the obligations, claims or rights under the terms of the option agreement contained in said Document No. 200103, on file in the office of the City Clerk of said City, and the renewal thereof, contained in said Document No. 201288, on file in the office of said City Clerk; and does hereby expressly waive any and all rights of action under the terms of the said two agreements.

IN WITNESS WHEREOF, said Henry Johnson has hereunto subscribed his name this 25 day of January, 1933.

HENRY JOHNSON

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

On this 25th day of January, 1933, before me, E. E. Turrentine, a Notary Public in and for the County of San Diego, State of California, personally appeared Henry Johnson, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

E. E. TURRENTINE

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release by Henry Johnson, being Document No. 280801.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By

August M. Wadstrom Deputy

AGREEMENT FOR MUTUAL RESCISSION OF LEASE-CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That M. TREPTE, Lessor, and THE CITY OF SAN DIEGO, a municipal corporation, Lessee, mutually and severally revoke, rescind, cancel and annul that certain lease-contract heretofore entered into by and between the parties hereto, covering 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 N $\frac{1}{2}$ of K, in Block 91, of Horton's Addition to said City.

Said lease being evidence by a lease-contract, dated March 3rd, 1930, signed by the parties hereto, and filed in the office of the Clerk of The City of San Diego, and bearing said clerk's Document No. 255005.

IN WITNESS WHEREOF, a majority of the members of the Council of said The City of San Diego have hereunto subscribed their names on behalf of said City, and the said M. Trepte has hereunto subscribed his name, this 30th day of January, 1933.

THE CITY OF SAN DIEGO

By JOHN F. FORWARD, JR.

ALBERT W. BENNETT

LEROY E. GOODBODY

JOSEPH J. RUSSO

JOHN R. BLAKISTON

CHAS. E. ANDERSON

Members of the Council

M. TREPTE

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By AUGUST M. WADSTROM, Deputy

I hereby approve the form of the foregoing Agreement this 26 day of January, 1933.

C. L. BYERS, City Attorney.

By GILMORE TILLMAN, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Rescission of Lease-Contract with M. Trepte, being Document No. 280844.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By

August M. Wadstrom Deputy.

I E A S E

THIS INDENTURE, made in duplicate, this 30th day of January, 1933, 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 in The City of San Diego, County of San Diego, State of California, particularly described as

That portion of certain building occupying Lot L, and the north half of Lot K, Block 91, of Horton's Addition to The City of San Diego, now occupied by the Police Garage, said portion of said building being approximately the westerly 70 feet thereof,

for the term of one (1) year commencing on the 1st day of February, 1933, and ending on the 31st day of January, 1934.

Yielding and paying therefor during the term thereof the sum of Twelve hundred dollars (\$1200.00), 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 dollars (\$100.00) 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 1st day of February, 1934, upon such terms and conditions as may be mutually agreed upon, 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 shall be used by the said Lessee for the purposes of a Police Garage.

2. 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 Police Garage 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.

3. 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.

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 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.

5. That if the rent shall be due and unpaid for a period of thirty (30) 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 anyone on the demised premises, any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

7. 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.

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.

9. That the said Lessee shall pay for all the water used upon said premises.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand, and a majority of the members of the 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.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By AUGUST M. WADSTROM, Deputy.

M. TREPTE, Lessor
THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the form of the foregoing Lease, this 26 day of January, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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. 280847.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By *August M. Wadstrom* 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 FIFTY-FIVE DOLLARS (\$55.00), 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 21st day of February, 1933.

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 Clove Street and Plum Street; WHITTIER STREET, between Clove Street and Locust Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE

STREET, between Clove Street and Willow Street; EDITH LANE, for its entire length; PLUM STREET, between Udal Street and Yonge Street; WILLOW STREET, between Voltaire Street and Whittier 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.

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

(SEAL) ATTEST:
J. A. CANNON, Secretary.

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 21st day of February, in the year nineteen hundred thirty-three, 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. Salmon, 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.

(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 23 day of February, 1933

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59390 passed and adopted on the 12th day of December, 1932, require and fix the sum of \$55.00 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 ROSEVILLE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of February, 1933, 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 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:

VOLTAIRE STREET, between Clove Street and Plum Street;
WHITTIER STREET, between Clove Street and Locust Street;
XENEPHON STREET, between Clove Street and Willow Street;
YONGE STREET, between Clove Street and Willow Street;
EDITH LANE, for its entire length;
PLUM STREET, between Udal Street and Yonge Street; and
WILLOW STREET, between Voltaire Street and Whittier Street

Such furnishing of electric current shall be for a period of one year from and including October 15, 1932, to-wit, to and including October 14, 1933.

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 and Assessment for Roseville Lighting District No. 1", filed September 12, 1932 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 Six Dollars (\$206.00) 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 "Roseville Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Six Dollars (\$206.00) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$206.00 is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

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 Six Dollars (\$206.00).

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 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:

J. A. CANNON, Secretary

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.

(SEAL) ATTEST:

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

JOSEPH J. RUSSO
LEROY E. GOODBODY
ALBERT W. BENNETT
DAN ROSSI
JOHN R. BLAKISTON
CHAS. E. ANDERSON

Members of the Council.

I hereby approve the draft of the foregoing Contract, this 23 day of February, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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. 281344.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Madstrom Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 20th day of February, 1933, between the City of San Diego, a Municipal Corporation organized and existing under the laws of the State of California, acting by and through the Harbor Commission of said City the party of the first part, and W. E. KIER CONSTRUCTION COMPANY 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 inviting bids which are bound herewith, and

WHEREAS, said bids were opened in the office of the Purchasing Agent of the City of San Diego; on February 6, 1933, at the hour of o'clock 10, all bids received pursuant to such notice, including the bid of said W. E. KIER CONSTRUCTION COMPANY which is bound herewith, were opened in the presence of such bidders as were present, and

WHEREAS, at a meeting of said Council held on February 14, 1933 at the hour of o'clock a contract was awarded to said W. E. KIER CONSTRUCTION COMPANY for the construction of the Shore Boats Landing complete and removal and temporary and final installation of the existing boat floats and appurtenances on the waterfront between Boardway Pier and Pier No. 1 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, supplies, equipment and other expenses of every kind and description necessary for and to construct, install and complete the Shore Boats Landing, and removal and temporary and final installation of the existing fender guard, boat floats and appurtenances, as required by and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of Seventeen thousand nine hundred sixty-three dollars (\$17963.00).

It is further understood and agreed as follows:

1. The Notice inviting bids, Instructions to Bidders, Proposal, Specifications Plans are understood to be and are hereby specifically made a part of this contract, and the contractor specifically agrees to be bound thereby.

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 of the Harbor Department representing the Port Director, or said City, 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 direction in writing, and the Contractor shall abide by and comply with the same.

4. The Contractor shall commence work within twenty (20) days after the signing of this agreement by the City of San Diego and shall complete said work within One hundred twenty (120) 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) 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) 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 Council shall upon the recommendation of the Harbor Commission of said City 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 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 Harbor Engineer 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 any port activity 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 on the City in regard to their respective work shall be adjusted and determined by the Harbor 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 Harbor Commission of the City of San Diego. With his request to the Harbor Commission 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 sub-letting 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 Harbor Commission 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 Harbor Commission 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 Harbor Commission.

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 said Harbor Commission.

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 Harbor Commission 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 the State of California, The Workmen's Compensation, Insurance and Safety Act of 1917 of the State of California and all amendments thereto, also insurance covering all possible damage to persons and vehicles and shall at all times, on demand of said Harbor Commission exhibit to said Commission 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 Commission as to the sufficiency of such insurance, the Contractor shall abide by the determination of said Commission in that behalf and shall provide sufficient insurance to meet such determination of said Commission.

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 to 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 materials, 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. Progress estimates, based on contract price, will be made and certified by the Engineer monthly of the amount of work done during the preceding month or since the previous estimate. To the estimate made, as above set forth, will be added the amounts earned as "extra" or "added" work, to the date of the progress estimate. From the total thus computed a deduction of twenty-five per cent (25%) will be made, and from the remainder a further deduction will be made of all amounts due to the City of San Diego from the Contractor

for supplies or materials furnished or services rendered and any other amounts that may be due to The City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid to the Contractor upon the approval of the accounts. The twenty-five per cent (25%) deducted, as above set forth, shall not become due and payable until the completion of the work to the satisfaction of the Engineer and it is accepted by The City of San Diego, and until release shall have been executed and filed, as hereinafter provided and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part IV of the Code of Civil Procedure of the State of California. In case of suspension of the contract the said twenty-five per cent (25%) shall be and become the sole and absolute property of The City of San Diego to the extent necessary to repay to The City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the Engineer, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the Contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the Contractor. 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. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents and the Harbor Commission of said City 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 or said Harbor Commission of articles supplied by the Contractor under this contract of which he is not the patentee or which he is not entitled to use or sell.

16. The Contractor further covenants and agrees that neither the 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 for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than six (6) hours during any one calendar day, or more than thirty (30) hours in any one calendar week.

It is mutually understood and agreed that, from the nature of the case, it would be impracticable to fix the actual damages accruing to The City of San Diego upon breach by the Contractor of the covenant last hereinabove contained. By reason of said impracticability of fixing actual damages, the amount of ten dollars (\$10.00) is hereby fixed as liquidated damages, for each laborer, workman or mechanic employed in the execution of the contract, or by virtue of the contract, by the contractor, or by any subcontractor under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than six (6) hours, and for each calendar week during which any such laborer, workman or mechanic is required or permitted to labor more than thirty (30) hours. Said amounts will be deducted from any money due the contractor under this contract, and said contractor and his sureties shall be liable for any excess.

16a. The Contractor further covenants and agrees that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of the Charter of the City of San Diego, or of Public Works Alien Employment Act of the State of California (Stats. 1931, Chapter 398); and that the Contractor shall forfeit as a penalty to The City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any sub-contractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

17. All persons employed in the performance of the work included in this contract shall be citizens of The City of San Diego, save and except superintendents, Representatives of the Contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

ADDENDUM

Patents---The Contractor shall hold and save The City of San Diego Harbor Department, its officers, agents, servants and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by The City of San Diego Harbor Department, unless otherwise specifically stipulated in this contract.

18. The Contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor or any sub-contractor in the performance of the work contemplated by this contract; and that Contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor:

Craft or Type	Wage 6 hour day	Craft or Type	Wage 6 hour day
PILE HANDLING CREW		LATHING & PLASTER	
Foreman	4.50	Foreman	4.50
Steam Crane Operator	4.50	Lathers	3.75
Lifting Riggers	4.50	Hod Carriers	3.75
PILE DRIVER CREW		Plasterers	3.75
Foreman	4.50	Mud Mixers	3.38
Boiler Engineer	4.50	SHEET METAL	
Front End Man	4.12	Foreman	4.50
Spool Man	3.75	Sheet Metal Workers	3.75
Loftman	3.38	STEEL WORK	
Raftman	3.38	Foreman	4.50
Riggers	3.75	Steel Workers	3.75
CONCRETE		Welders	4.12
Superintendent	4.50	Steel Journeyman	3.38
Foreman	4.12	Finish Hdw. Assemblyman	3.75
Mixer Operator	3.75	Weather Strip Assemblyman	3.75
Mixer Attendants	3.15		

Tampers 3.15
Steel Workers 3.75
Carpenter 3.75
Water Boy 2.25
Cement Finishers 3.75

PLUMBING

Master Plumber 5.25
Plumber 4.50
Plumber Journeyman 3.75

TERRAZZO WORK

Foreman 4.50
Terrazzo Layers 3.75
" Mixers 3.75
" Sanders 3.75

PAINTING

Foreman 4.50
Painters 3.75
" Helpers 3.15

TILE WORK

Foreman 4.50
Tile Workers 3.75
" Finisher 3.75

ROOFING

Foreman 4.50
Roofers 3.38
Kettle Heater 3.15
Carrier 3.15

CARPENTRY

Foreman 4.50
Rough Carpenters 3.75
Second Carpenters 3.38
Carpenter Helpers 3.15
Finish Carpenters 4.12
Cabinet Workers 4.50

ELECTRICAL WORK

Master Electrician 4.50
Electricians 4.12
" Helpers 3.15

ASPHALT PAVING

Spreader 3.75
Raker 3.15
Roller 3.15

LABORERS 3.15

Any classification omitted herein not less than 3.15

In excess of six (6) hours in any one calendar day

For overtime work, when the same is permitted by law, one and one-half times the above rates; for work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

19. The Contractor shall observe all the ordinances of The City of San Diego in relation to the obstruction of streets, keeping open passageways and protecting the same when they are exposed and would be dangerous to travel.

20. The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers guards, watchmen and lights.

21. 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 acting by and through the Harbor Commission of said City, party of the first part, has caused this instrument to be executed by a majority of the members of said Harbor Commission, thereunto duly authorized by the Council of the said City 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 RUFUS CHOATE

R. H. Van DEMAN

EMIL KLICKA

Members of the Harbor Commission of The City of San Diego - Party of the first Part
W.E.KIER CONSTRUCTION CO.

By W. E. KIER, Party of the Second

Part

I hereby approve the form of the foregoing Contract this 23 day of February, 1933.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that W. E. KIER CONSTRUCTION CO., 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, and to all persons, companies or corporations who perform labor on or furnish labor, material, supplies, teams or transportation to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of EIGHT THOUSAND NINE HUNDRED EIGHTY ONE AND 50/100 (\$8,951.50), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 20th day of February, 1933.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed, by and between The City of San Diego, a Municipal Corporation in the County of San Diego, State of California, the party of the first part therein and the above named W. E. KIER CONSTRUCTION CO., as Contractor, the party of the second part therein, which contract is hereby referred to and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and supplies and other expense of every kind and description necessary or incidental to this work and to construct, install and complete the Shore Boats Landing and the removal, temporary, and final installation of the existing tender guard, floats and appurtenances 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 them, for such labor materials, supplies, teams and transportation 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, supplies, teams or transportation 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, supplies, teams or transportation furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

W. E. KIER CONSTRUCTION CO., Principal
By W. E. KIER

MARYLAND CASUALTY COMPANY, Surety
F. F. EDELEN

(SEAL)

I hereby approve the form of the within Bond, this 23 day of February, 1933.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of the City of San Diego, California, this 23rd day of Feb., 1933.

RUFUS CHOATE
R. H. Van DEMAN
EMIL KLIKA

Members of the Harbor Commission.

KNOW ALL MEN BY THESE PRESENTS, That W. E. KIER CONSTRUCTION CO., 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 FOUR THOUSAND FOUR HUNDRED NINETY ONE AND NO/100 DOLLARS (\$4,491.00) lawful money of the United States of America, to be paid to the said The City of San Diego, for the payment of which, well and truly to be made, 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 20th day of February, 1933.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal is about to enter into the annexed Contract with The City of San Diego to

furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to this work and to construct, install and complete the Shore Boats Landing and removal, temporary and final installation of the existing fender guard, floats and appurtenances, 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.

W. E. KIER CONSTRUCTION CO., Principal
By W. E. KIER

(SEAL)

MARYLAND CASUALTY COMPANY

By F. F. EDELEN Attorney-in-Fact.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego, California, this 23rd day of Feb., 1933.

RUFUS CHOATE
R. H. VandEMAN
EMIL KLIKA

Members of the Harbor Commission.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with W. E. Kier Construction Co., being Document No. 281363, (excepting Notice Inviting Bids, Instructions to Bidders, Proposal, Specifications).

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 8th day of March, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and F. A. BENTON hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Resolution No. 59803, of the resolutions of the City of San Diego, passed and adopted by the Council of said City on the 8th day of March, 1933, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

The SE 1/4 of the NW 1/4, the N 1/2 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 26; the NW 1/4 of the SE 1/4 of Section 27; the SW 1/4 of Section 27; the NE 1/4 of the SE 1/4 and the S 1/2 of the SE 1/4 of Section 28; Lots 2, 3, and 4 of Section 32; Lots 1 and 2 of the NE 1/4 of Section 33; Lots 1 and 2, Section 34; all in Township 18 South, Range 2 East, S.B.B.M.

For a term of three (3) years, beginning on the 1st day of March, 1933, and ending on the 29th day of February, 1936, at the following rentals: The sum of Two Hundred Fifty Dollars (\$250.00) annually payable in advance at the office of the Lessor semi-annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for agricultural purposes only, and for no other purpose or purposes.

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Second. 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 in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210 and amendments thereto.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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.

Eighth. 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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, a majority of the members of the 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.

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

CITY OF SAN DIEGO,
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the draft of the foregoing lease this 1 day of March, 1933.
FRANK A. BENTON, Lessee
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with F. A. Benton, being Document No. 281536.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Skadstrom Deputy.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BOULDER CANYON PROJECT
UNITED STATES AND CITY OF SAN DIEGO

Contract for Delivery of Water

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
BOULDER CANYON PROJECT
Contract for Delivery of Water

(1) THIS CONTRACT, made this 15th day of February nineteen hundred thirty-three pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory

thereof or supplementary thereto, all of which acts are commonly known and referred to as the reclamation law, and particularly pursuant to the Act of Congress approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting for this purpose by Ray Lyman Wilbur, Secretary of the Interior, hereinafter styled the Secretary, and THE CITY OF SAN DIEGO, a municipal corporation of the State of California, hereinafter styled the City, organized under a freeholders' charter;

WITNESSETH:

Explanatory Recitals

(2) WHEREAS, for the purpose of controlling the floods, improving navigation and regulating the flow of the Colorado River, providing for storage and for the delivery of the stored waters for reclamation of public lands and other beneficial uses exclusively within the United States, the Secretary, subject to the terms of the Colorado River Compact, is authorized to construct, operate and maintain a dam and incidental works in the main stream of the Colorado River at Black Canyon or Boulder Canyon, adequate to create a storage reservoir of a capacity of not less than twenty million acre-feet of water, and a main canal and appurtenant structures located entirely within the United States connecting the Laguna Dam, or other suitable diversion dam with the Imperial and Coachella Valleys in California; and

(3) WHEREAS, the United States contemplates entering into an agreement with Imperial Irrigation District, an irrigation district organized and existing under and by virtue of the laws of the State of California, providing, among other things, for the construction of a main canal and appurtenant structures, authorized as aforesaid, and reserving under conditions to be therein stated, the right to increase the capacity of said works and to contract for such increased capacity with other agencies for the delivery of water for use within the United States; and

(4) WHEREAS, the United States and the City contemplate hereafter entering into a contract by which provision will be made for increasing, for the City's benefit and at its cost, the capacity of the main canal and appurtenant works to be constructed for Imperial Irrigation District, as aforesaid; and

(5) WHEREAS, the City is desirous of entering into a contract for the delivery to it of water from Boulder Canyon Reservoir;

(6) NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows, to-wit: Delivery of Water by United States.

(7) The United States shall, from storage available in the reservoir created by Hoover Dam, deliver to the City each year at a point in the Colorado River immediately above Imperial Dam, so much water as may be necessary to supply the City a total quantity, including all other waters diverted by the City from the Colorado River, in the amounts and with priorities in accordance with the recommendation of the Chief of the Division of Water Resources of the State of California, as follows (subject to the availability thereof for use in California under the Colorado River Compact and the Boulder Canyon Project Act):

The waters of the Colorado River available for use within the State of California under the Colorado River Compact and the Boulder Canyon Act shall be apportioned to the respective interests below named and in amounts and with priorities therein named and set forth, as follows:

Section 1. A first priority to Palo Verde Irrigation District for beneficial use exclusively upon lands in said District as it now exists and upon lands between said District and the Colorado River, aggregating (within and without said District) a gross area of 104,500 acres, such waters as may be required by said lands.

Section 2. A second priority to Yuma Project of United States Bureau of Reclamation for beneficial use upon not exceeding a gross area of 25,000 acres of land located in said project in California, such waters as may be required by said lands.

Section 3. A third priority (a) to Imperial Irrigation District and other lands under or that will be served from the All American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 3,850,000 acre feet of water per annum less the beneficial consumptive use under the priorities designated in Sections 1 and 2 above. The rights designated (a) and (b) in this section are equal in priority. The total beneficial consumptive use under priorities stated in Sections 1, 2 and 3 of this article shall not exceed 3,850,000 acre feet of water per annum.

Section 4. A fourth priority to the Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre feet of water per annum.

Section 5. A fifth priority, (a) to The Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre feet of water per annum and (b) to the City of San Diego and/or County of San Diego, for beneficial consumptive use, 112,000 acre feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

Section 6. A sixth priority (a) to Imperial Irrigation District and other lands under or that will be served from the All American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 300,000 acre feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

Section 7. A seventh priority of all remaining water of all remaining water available for use within California, for agricultural use in the Colorado River Basin in California, as said basin is designated on Map No. 23000 of the Department of the Interior, Bureau of Reclamation.

Section 8. So far as the rights of the allottees named above are concerned, The Metropolitan Water District of Southern California and/or the City of Los Angeles shall have the exclusive right to withdraw and divert into its aqueduct any water in Boulder Canyon Reservoir accumulated to the individual credit of said District and/or said City (not exceeding at any one time 4,750,000 acre feet in the aggregate) by reason of reduced diversions by said District and/or said City; provided, that accumulations shall be subject to such conditions as to accumulation, retention, release and withdrawal as the Secretary of the Interior may from time to time prescribe in his discretion, and his determination thereof shall be final; provided further, that the United States of America reserves the right to make similar arrangements with users in other States without distinction in priority, and to determine the correlative relations between said District and/or said City and such users resulting therefrom.

Section 9. In addition, so far as the rights of the allottees named above are concerned, the City of San Diego and/or County of San Diego shall have the exclusive right to withdraw and divert into an aqueduct any water in Boulder Canyon Reservoir accumulated to the individual credit of said City and/or said County (not exceeding at any one time 250,000 acre-feet in the aggregate) by reason of reduced diversions by said City and/or said County; provided, that accumulations shall be subject to such conditions as to accumulation, retention, release and withdrawal as the Secretary of the Interior may from time to time prescribe in his discretion, and his determination thereof shall be final; provided, further, that the United States of America reserves the right to make similar arrangements with users in other States without distinction in priority, and to determine the correlative relations between the said City and/or said County and such users resulting therefrom.

Section 10. In no event shall the amounts allotted in this agreement to The Metropolitan Water District of Southern California and/or the City of Los Angeles be increased on account of inclusion of a supply for both said District and said City, and either or both may use said apportionments as may be agreed by and between said District and said City.

Section 11. In no event shall the amounts allotted in this agreement to the City of San Diego and/or to the County of San Diego be increased on account of inclusion of a supply for both said City and said County, and either or both may use said apportionments as may be agreed by and between said City and said County.

Section 12. The priorities hereinbefore set forth shall be in no wise affected by the relative dates of water contracts executed by the Secretary of the Interior with the various parties.

The Secretary reserves the right to, and the District agrees that he may, contract with any of the allottees above named in accordance with the above stated recommendation, or in the event that such recommendation as to Palo Verde Irrigation District is superseded by an agreement between the above allottees or by a final judicial determination, to contract with the Palo Verde Irrigation District in accordance with such agreement or determination; provided, that priorities numbered fourth and fifth shall not thereby be disturbed.

Said water shall be delivered continuously as far as reasonable diligence will permit, but the United States shall not be obligated to deliver water to the City when for any reason such delivery would interfere with the use of Hoover Dam and Boulder Canyon Reservoir for river regulation, improvement of navigation, flood control, and/or satisfaction of perfected rights, in or to the waters of the Colorado River, or its tributaries, in pursuance of Article VIII of the Colorado River Compact, and this contract is made upon the express condition and with the express covenant that the right of the City to waters of the Colorado River, or its tributaries, is subject to and controlled by the Colorado River Compact. The United States reserves the right to discontinue or temporarily reduce the amount of water to be delivered for the purpose of investigation, inspection, maintenance, repairs, replacements or installation of equipment and/or machinery at Hoover Dam, but so far as feasible the United States will give the City reasonable notice in advance of such temporary discontinuance or reduction. The United States, its officers, agents and employees shall not be liable for damages when, for any reason whatsoever, suspensions or reductions in delivery of water occur.

Deliveries hereunder shall be in satisfaction of the allocation to the City and the County of San Diego, and shall be used within the County as the City and the County may agree, or as the State of California may allocate in the event of disagreement between the City and the County.

This contract is for permanent service, but is made subject to the express covenant and condition that in event water is not taken or diverted by the City hereunder within a period of ten (10) years from and after completion of Hoover Dam as announced by the Secretary, it may in such event, upon the written order of the Secretary, and after hearing, become null and void and of no effect.

Receipt of Water by City

(8) The City shall receive the water to be delivered to it by the United States under the terms hereof at the point of delivery above stated, and shall perform all acts required by law or custom in order to maintain its control over such water and to secure and maintain its lawful and proper diversion from the Colorado River.

Measurement of Water

(9) The water to be delivered hereunder shall be measured by such measuring and controlling devices or such automatic gauges or both, as shall be satisfactory to the Secretary. Said measuring and controlling devices, or automatic gauges, shall be furnished, installed and maintained by and at the expense of the City, but they shall be and remain at all times under the complete control of the United States, whose authorized representatives may at all times have access to them over the lands and rights-of-way of the City.

Record of Water Diverted

(10) The City shall make full and complete written monthly reports as directed by the Secretary, on forms to be supplied by the United States, of all water diverted from the Colorado River. Such reports shall be made by the fifth day of the month immediately succeeding the month in which the water is diverted, and the records and data from which such reports are made shall be accessible to the United States on demand of the Secretary.

Charge for Delivery of Water

(11) A charge of twenty-five cents (0.25) per acre-foot shall be made for water delivered to the City hereunder during the Hoover Dam cost repayment period.

Monthly Payments and Penalties

(12) The City shall pay monthly for all water delivered to it hereunder, or diverted by it from the Colorado River, in accordance with the rate herein in Article eleven (11) established. Payments shall be due on the first or the second month immediately succeeding the month in which water is delivered and/or diverted. If such charges are not paid when due, a penalty of one per centum (1%) of the amount unpaid shall be added thereto, and thereafter an additional penalty of one per centum (1%) of the amount unpaid shall be added to the first day of each calendar month during such delinquency.

Refusal of Water in Case of Default

(13) The United States reserves the right to refuse to deliver water to the City in the event of default for a period of more than twelve (12) months in any payment due or to become due the United States under this contract.

Inspection by the United States

(14) The Secretary or his representatives, shall at all times have the right of ingress to and egress from all works of the City for the purpose of inspection, repairs and maintenance of works of the United States, and for all other proper purposes. The Secretary or his representatives shall also have free access at all reasonable times to the books and records of the City relating to the diversion and distribution of water delivered to it hereunder with the right at any time during office hours to make copies of or from the same.

Disputes or Disagreements

(15) Disputes or disagreements as to the interpretation or performance of the provisions of this contract shall be determined either by arbitration or court proceedings, the Secretary of the Interior being authorized to act for the United States in such proceedings.

Whenever a controversy arises out of this contract, and the parties hereto agree to submit the matter to arbitration, the City shall name one arbitrator and the Secretary shall name one arbitrator, and the two arbitrators thus chosen shall elect three other arbitrators, but in the event of their failure to name all or any of the three arbitrators within five (5) days after their first meeting, such arbitrators, not so elected, shall be named by the Senior Judge of the United States Circuit Court of Appeals for the ninth circuit. The decision of any three of such arbitrators shall be a valid and binding award of the arbitrators.

Rules and Regulations

(16) There is reserved to the Secretary the right to prescribe and enforce rules and regulations governing the delivery and diversion of water hereunder. Such rules and regulations may be modified, revised and/or extended from time to time after notice to the City and opportunity for it to be heard, as may be deemed proper, necessary, or desirable by the Secretary to carry out the true intent and meaning of the laws and of this contract, or amendments hereof, or to protect the interests of the United States. The City hereby agrees that in the operation and maintenance of its diversion works and aqueduct, all such rules and regulations will be fully adhered to.

Agreement subject to Colorado River Compact

(17) This contract is made upon the express condition and with the express understanding that all rights hereunder shall be subject to and controlled by the Colorado River Compact, being the compact or agreement signed at Santa Fe, New Mexico, November 24, 1922, pursuant to Act of Congress approved August 19, 1921, entitled "An Act to permit a compact or agreement between the States of Arizona, California, Colorado, Nevada, New Mexico, Utah and Wyoming respecting the disposition and apportionment of the waters of the Colorado River, and for other purposes", which Compact was approved in Section 13 (a) of the Boulder Canyon Project Act.

Priority of Claims of the United States

(18) Claims of the United States arising out of this contract shall have priority over all others, secured or unsecured.

Contingent upon Appropriations

(19) This contract is subject to appropriations being made by Congress from year to year of moneys sufficient to do the work provided for herein, and to there being sufficient moneys available in the Colorado River Dam Fund to permit allotments to be made for the performance of such work. No liability shall accrue against the United States, its officers, agents, or employees, by reason of sufficient moneys not being so appropriated nor on account of there not being sufficient moneys in the Colorado River Dam Fund to permit of said allotments. This agreement is also subject to the condition that if for any reason construction of Hoover Dam is not prosecuted to completion with reasonable diligence, then and in such event either party hereto may terminate its obligations hereunder upon one (1) year's written notice to the other party hereto.

Rights Reserved under Section 3737 Revised Statutes

(20) All rights of action for breach of any of the provisions of this contract are reserved to the United States as provided in Section 3737 of the Revised Statutes of the United States.

Remedies under Contract not Exclusive

(21) Nothing contained in this contract shall be construed as in any manner abridging, limiting or depriving the United States of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof which it would otherwise have.

Interest in Contract not Transferable

(22) No interest in this agreement is transferable, and no sublease shall be made, by the City without the written consent of the Secretary, and any such attempted transfer or sublease shall cause this contract to become subject to annulment, at the option of the United States.

Member of Congress Clause

(23) No Member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

ATTEST:
NORTHOUTT ELY
RICHARD J. COFFEY

Approved as to form
C. L. BYERS, City Attorney

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

As evidence of its approval of the foregoing contract between the United States and the City, the County of San Diego has caused the signature of the Chairman of its Board of Supervisors to be affixed thereto.

(SEAL) ATTEST:
J. B. McLEES, County Clerk

Approved as to form: Feb 7, 1933
RAY LYMAN WILBUR, Secretary of the Interior

THE UNITED STATES OF AMERICA
By RAY LYMAN WILBUR
Secretary of the Interior.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR., Mayor

THE BOARD OF SUPERVISORS OF SAN DIEGO
COUNTY
By TOM HURLEY, Chairman

RESOLUTION NO. 59676

BE IT RESOLVED by the Council of The City of San Diego, as follows:
That the Mayor of The City of San Diego be, and he is hereby authorized and directed to execute for and on behalf of The City of San Diego a contract with the United States concerning the delivery of water from Boulder Canyon Reservoir.

BE IT FURTHER RESOLVED that upon execution of said contract the Mayor of The City of San Diego is hereby authorized and directed to deliver the same, on behalf of said City, to the duly authorized representative of the United States.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 59676 of the Council of the City of San Diego, as adopted by the said Council FEBRUARY 14, 1933

(SEAL)

ALLEN H. WRIGHT, City Clerk
By CLARK M. FOOTE, JR., Deputy.

142977661

In the Matter of Approving Contract)
Between the City of San Diego and the)
United States for delivery of Water)
From Boulder Canyon Project.....)

WHEREAS, THE CITY OF SAN DIEGO has agreed to enter into a contract with THE UNITED STATES OF AMERICA for the delivery of water from the Boulder Canyon project to the City of San Diego, and/or the County of San Diego; and

WHEREAS, said contract provides for priorities for beneficial use of said water by THE CITY OF SAN DIEGO and/or the County of San Diego:

NOW, THEREFORE, on motion of Supervisor Hastings, seconded by Supervisor McMullen, IT IS HEREBY RESOLVED, that THE COUNTY OF SAN DIEGO hereby approves said contract between THE CITY OF SAN DIEGO and THE UNITED STATES OF AMERICA, for the delivery of water from Boulder Canyon project to said City and/or County, and does hereby authorize the Chairman of the Board of Supervisors, or said County of San Diego, to signify the approval of said contract by said County, by affixing his signature thereto on behalf of the County of San Diego, and does hereby authorize the County Clerk of said County to attest said signature.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 14th day of February, 1933, by the following vote, to-wit:

AYES: Supervisors, Hastings, Richards, Trussell, McMullen and Hurley

NOES: Supervisors, None

ABSENT: Supervisors, None

J. B. McLEES, County Clerk and Ex-Officio Clerk of the Board of Supervisors
J. B. McLEES

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, certify that I have compared the foregoing copy with the original Resolution 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 14th day of February, A.D., 1933.

(SEAL)

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, between the United States, City of San Diego, and County of San Diego, being Document No. 281567.

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 THIRTY-ONE DOLLARS (\$631.00), lawful money of the United States of America, to be paid to said the City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of March, 1933.

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 westerly production of the southerly line of Center Street and the southeasterly line of Prospect Street; PROSPECT STREET, between La Jolla Boulevard and Cave Street; PROSPECT PLACE, between Cave Street and Blue Bird Lane; GIRARD AVENUE, between Silverado Street and Prospect Street; HERSCHEL AVENUE, between Silverado Street and Prospect Street; and WALL STREET, between Girard Avenue and Ivanhoe Avenue, 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:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER, Principal

(SEAL) ATTEST:
A. P. MULLER, Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 7th day of March, in the year nineteen hundred thirty-three 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 A. P. Muller, 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 foregoing Undertaking this 9 day of March, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No.

59671 passed and adopted on the 14th day of February, 1933, require and fix the sum of \$631.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

By AUGUST M. WADSTROM, Deputy.

CONTRACT FOR STREET LIGHTING
LA JOLLA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 13th day of March, 1933, 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 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:

LA JOLLA BOULEVARD, between the westerly production of the southerly line of Center Street and the southeasterly line of Prospect Street;

PROSPECT STREET, between La Jolla Boulevard and Cave Street;

GIRARD AVENUE, between Silverado Street and Prospect Street;

HERSCHEL AVENUE, between Silverado Street and Prospect Street; and

WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1933, to-wit, to and including December 31, 1933.

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 and Assessment for La Jolla Lighting District No. 1", filed October 21, 1932 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 Three Hundred Ninety-six and 39/100 Dollars (\$2,396.39) 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".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Three Hundred Ninety-six and 39/100 Dollars (\$2,396.39) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund". It is further mutually agreed that the said sum of \$2,396.39 is the net amount that will be due said company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

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 Three Hundred Ninety-six and 39/100 Dollars (\$2,396.39).

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 or 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 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:
J. A. CANNON, Secretary

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

Members of the Council.

I hereby approve the draft of the foregoing Contract, this 9 day of March, 1933.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, 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 and Electric Company, being Document No. 281610.

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

By August M. Wadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING
EIGHTH 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 FOURTEEN DOLLARS (\$14.00), 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 13th day of March, 1933.

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 AVENUE, 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 Avenue 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: SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
J. A. CANNON, Secretary By W. F. RABER Principal
(SEAL) ATTEST: THE AETNA CASUALTY AND SURETY COMPANY, Surety.
A. P. MULLER, Resident Assistant Secretary. By PAUL WOLCOTT, Resident Vice-President.

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

On this 13th day of March, in the year nineteen hundred thirty-three, 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 A. P. Muller, 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 foregoing Undertaking this 22 day of March, 1933.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59773 passed and adopted on the 1st day of March, 1933, require and fix the sum of \$14.00 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 AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of March, 1933, 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 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 AVENUE, 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 Avenue and the east line of the Alley in Block 7, Crittenden's Addition produced south, in the City of San Diego, California.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1933, to-wit, to and including December 31, 1933.

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 and Assessment for Eighth Avenue Lighting District No. 1", filed November 2, 1932 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 53/100 Dollars (\$51.53) 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 "Eighth Avenue Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Fifty-one and 53/100 Dollars (\$51.53) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund". It is further mutually agreed that the said sum of \$51.53 is the net amount that will be due said company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

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 Fifty-one and 53/100 Dollars (\$51.53)

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 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:
J. A. CANNON, Secretary

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

I hereby approve the draft of the foregoing Contract, this 22 day of March, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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 and Electric Company, being Document No. 281851.

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

By August M. Wadstrom Deputy

UNDERTAKING FOR STREET LIGHTING
SEVENTH 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 TWELVE DOLLARS (\$12.00), 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 13th day of March, 1933.

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 AVENUE, 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 Principal
THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By PAUL WOLCOTT, Resident Vice-President

(SEAL) ATTEST:

(SEAL) ATTEST:
A. P. MULLER, Resident Assistant Secretary

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

On this 13th day of March, in the year nineteen hundred thirty-three, 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 A. P. Muller, 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 foregoing Undertaking this 22 day of March, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59772 passed and adopted on the 1st day of March, 1933, require and fix the sum of \$12.00 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
SEVENTH AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of March, 1933, 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 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 SEVENTH AVENUE, 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.

Such furnishing of electric current shall be for a period of one year from and including January 1, 1933, to-wit, to and including December 31, 1933.

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 and Assessment for Seventh Avenue Lighting District No. 1", filed November 2, 1932 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 Forty-five and 60/100 Dollars (\$45.60) 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 "Seventh Avenue Lighting District No. 1 Fund"

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty-five and 60/100 Dollars (\$45.60) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund". It is further mutually agreed that the said sum of \$45.60 is the net amount that will be due said company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Forty-five and 60/100 Dollars (\$45.60).

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 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:
J. A. CANNON, Secretary

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
BY JOHN F. FORWARD, JR.
ALBERT W. BENNETT
LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON

Members of the Council.

I hereby approve the draft of the foregoing Contract, this 22 day of March, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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. 281852.

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 we, PATTEN-BLINN LUMBER 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 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 fifty-seven dollars (\$457.00), 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 by us, and dated this 23rd day of March, 1933.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 23rd day of March, 1933, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City, Creosoted Douglas Fir Piling, in the following quantities and lengths:

8 pieces 60' 10" min tip, 16" min butt, 21" max butt 480 lin ft.
 8 pieces 54' 10" min tip, 16" min butt, 21" max butt 432 lin ft.
 4 pieces 50' 10" min tip, 16" min butt, 21" max butt 200 lin ft.
 35 pieces 44' 10" min tip, 16" min butt, 21" max butt 1540 lin ft.
 10 pieces 42' 10" min tip, 16" min butt, 21" max butt 420 lin ft.

all in accordance with the terms and provisions of said contract, and in accordance with the specifications attached to said contract, marked Exhibit "A", and by reference thereto incorporated therein and made a part thereof.

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

IN WITNESS WHEREOF, the said principal has caused this instrument to be executed by its proper officers thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 23rd day of March, 1933.

PATTEN-BLINN LUMBER CO., Principal
 By G. F. NOLAN, Mgr.

(SEAL) ATTEST:

THE AETNA CASUALTY AND SURETY COMPANY, Surety
 A. P. MULLER, Resident Assistant Secretary By PAUL WOLCOTT, Resident Vice-President

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

On this 23rd day of March, in the year nineteen hundred thirty-three, 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 A. P. Muller, 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 foregoing Bond this 23d day of March, 1933.
 C.L. BYERS, City Attorney
 By H.B. DANIEL, Deputy City Attorney.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 23rd day of March, 1933, by and 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 PATTEN-BLINN LUMBER COMPANY, party of the second part, and hereinafter designated as the Contractor, WITNESSETH:

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

Creosoted Douglas Fir Piling, in the following quantities and lengths:
 8 pieces 60' 10" min tip, 16" min butt, 21" max butt 480 lin ft.
 8 pieces 54' 10" min tip, 16" min butt, 21" max butt 432 lin ft.
 4 pieces 50' 10" min tip, 16" min butt, 21" max butt 200 lin ft.
 35 pieces 44' 10" min tip, 16" min butt, 21" max butt 1540 lin ft.
 10 pieces 42' 10" min tip, 16" min butt, 21" max butt 420 lin ft.
 3072 lin ft.

All of said piling to be in accordance with the specifications attached hereto, marked Exhibit A, and by reference thereto incorporated herein and made a part hereof.

Said contractor hereby agrees to furnish and deliver the said piling hereinabove described, at and for the price of fifty-nine and one-half cents (59-1/2¢) per lineal foot, or a total sum of One thousand eight hundred twenty-seven and 84/100 dollars (\$1,827.84).

Said contractor further hereby agrees to deliver the piling hereinabove described f.o.b. Municipal Pier No. 1, San Diego, California, or upon the bulkhead to the north of same bay of San Diego, at the foot of B Street, City of San Diego, on or before the 30th day of April, 1933.

Said City, in consideration of the furnishing and delivery of said piling 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 piling by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of one thousand eight hundred twenty-seven and 84/100 dollars (\$1,827.84) and the said sum to be payable as follows:

Upon the completion of delivery of said piling, and the acceptance of the same by the Harbor Commission of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) of the whole contract price shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract and the acceptance of the said piling thereunder by the Harbor Commission, 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 the said specifications, and deliver and cause to be delivered all of said piling, 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 the Council to that effect.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through a majority of the members of the Harbor Commission of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has caused this instrument to be executed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By RUFUS CHOATE
R. H. VANDEMAN
EMIL KLICKA

Members of the Harbor Commission of The
City of San Diego

PATTEN-BLINN LUMBER CO., Contractor
By G. F. NOLAN, Mgr.

I hereby approve the form of the foregoing Contract, this 23d day of March, 1933.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

EXHIBIT "A"
SPECIFICATIONS
FOR CREOSOTED DOUGLAS FIR
PILES

1. The work to be done under these specifications shall include all items of cost necessary to furnish, treat, test, transport and deliver the foregoing quantities, free from incumbrance upon Pier No. 1, San Diego, California.
2. All piles shall be creosoted Douglas Fir and shall be cut from sound trees; shall be close grained and solid; free from injurious ring shakes, large, unsound or loose knots, decay or other defects which might impair their strength or durability. They shall not be chum butted and shall in no case twist more than once in thirty (30) feet or length. They shall be so nearly straight that a straight line joining the center of the ends will lie within the pilebody throughout its entire length. Piles having reverse bends, kinks or other defects will not be accepted. They shall be free from evidence of marine borer attack and of new stock.
3. All piles shall be entirely stripped of bark and inner skin before being treated. They shall measure, after stripping, not less than sixteen (16) inches nor more than twenty-one (21) inches at the butt and not less than ten (10) inches at the tip. Knots shall be cut flush, butts and tips trimmed squarely before treatment.
4. All piles shall be given a preservative treatment with creosote oil by the full cell pressure process. The retention shall be not less than fourteen (14) pounds of creosote oil per cubic foot of impregnated wood. Creosote oil and method of treatment shall be in accordance with the latest standard specifications Nos. 4-C grades 1 or 2 and 41-A, of the American Wood Preservers Association, and not less than one inch deep.
5. The contractor shall include in his bid all items of cost for supplying the Harbor Department triplicate copies of all the reports of laboratory tests, this work to be accomplished by some reputable testing laboratory engineer or organization satisfactory to the Harbor Department.
6. Precautions in Handling: Every effort shall be made in rafting or handling to prevent damage to the surfaces particularly in the zones exposed to marine borer attack. Where the protective coating of creosote is impaired or damaged, the holes shall be neatly and tightly plugged with the above treated Douglas Fir wood or better, and abrasions or other damage which cannot be plugged if deep will be rejected, - otherwise they shall be covered with patches of 16 ounce sheet copper and copper nails by the contractor. Piles damaged beyond reasonable repair shall be replaced by and at the expense of the contractor.
7. All creosoted piles will be inspected and accepted or rejected as the unloading takes place at Municipal Pier No. 1 or upon the Bulk to the north of same Bay of San Diego, at the foot of "B" Street, City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Patten-Blinn Lumber Co., being Document No. 281872.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Kadstrom Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of April, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the Harbor Commission of said City, as Lessor, and HARTLEY J. STACKHOUSE, as Lessee, WITNESSETH:

That the said Lessor 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 southeasterly line of Palm Street with the mean high tide line of the Bay of San Diego as said mean high tide line was established by the Superior Court in that certain action numbered 35473; thence southwesterly along the southwesterly prolongation of the southeasterly line of Palm Street a distance of 81.96 feet to a point on a curve concave to the southwest and having a radius of 2137.5 feet, the center of which bears south 56° 17' 48.6" west; thence southeasterly along the arc of said curve an arc distance of 125 feet to a point; thence northeasterly on a line parallel to and distant 124.60 feet southeasterly from the southwesterly prolongation of the southeasterly line of Palm Street a distance of 91.59 feet to a point on the said mean high tide line of the Bay of San Diego; thence northwesterly following along the said mean high tide line the following bearings and distances, north 35° 37' 10" west 4.32 feet, north 36° 11' 40" west 100.011 feet, north 37° 54' 40" west 20.28 feet, to the point or place of beginning, containing 10,690 square feet, or 0.2454 acres.

TO HAVE AND TO HOLD the said premises, and each and every part thereof unto the said Lessee for a period of ten (10) years, beginning at the date hereof, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) year period of said term, at the rate of five (5) cents per square foot per year;

For the second five (5) year period of said term, at a rate to be fixed by the Harbor Commission of said City, not to exceed seven (7) cents per square foot per year.

All rentals to be paid in equal monthly installments in advance on the first day of each and every month during the term of said lease.

It is agreed and understood that portions of the leased premises may be used by sub-tenants without further consent of the Lessor; but it is further understood and agreed that neither the whole, nor any part of this lease shall be assigned so as to relieve the Lessee herein mentioned, without the consent of the Harbor Commission and the Council of said City evidenced by resolution or ordinance duly adopted and approved; provided, further, that said Lessee shall remain as fully obligated to the Lessor as if this consent to sub-leasing did not exist.

It is further understood and agreed, anything to the contrary herein notwithstanding, that if at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tide lands of San Diego Bay lying bayward of the bulkhead line as now established, for navigation, commerce and fisheries, or in any manner become inconsistent with the trust under which the said tide lands are held from the State of California, the Lessor shall have the right to terminate this lease upon the payment to the Lessee of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the Lessee as are authorized or permitted under the terms of this lease, and shall not be held to include or require compensation to be paid in any amount to said Lessee for any damage to or interference with or loss of business or franchise occasioned by any such termination.

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, constructing, conducting and maintaining thereon an automobile garage and service station, including the storage, repairing, greasing and servicing of motor vehicles, and for all commercial purposes connected therewith; together with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such business.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall be subject to and comply with all the ordinances and regulations of The City of San Diego, and further shall be subject to the approval of the Harbor Commission and of the Planning Commission of The City of San Diego; and that no construction of buildings, structures or improvements shall be undertaken upon said demised premises until the plans therefor have been submitted to said Harbor Commission and approved by it. At no time during the life of this lease shall billboards be erected or maintained on said leased property.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee may remove promptly any and all structures erected on said premises at his own cost and expense, but if the same are not so removed within a period of sixty (60) days after written notice so to do, they shall thereafter become the property of the Lessor, and in that event the Lessee shall have no claim for any payment or compensation whatsoever on account thereof.

(4) 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.

(5) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by 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 premises and shall have no further right or claim thereto, and that the said City shall immediately thereupon without recourse, 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.

(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.

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

THE CITY OF SAN DIEGO, Lessor.

By RUFUS CHOATE

R. H. VANDEMAN

EMIL KLIKA

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

HARTLEY J. STACKHOUSE, Lessee

I HEREBY APPROVE the form of the foregoing Lease, this 23d day of February, 1933.

C. L. BYERS, 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 Hartley J. Stackhouse, being Document No. 281964.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Lindstrom 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 FOUR HUNDRED SEVENTY-SEVEN (\$477.00) 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 29th day of March, 1933.

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, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MOANA DRIVE, TARENTO DRIVE, SAVOY 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 the City of San Diego, California, within the limits particularly described in Resolution of Intention No. 59320, adopted by the Council November 30, 1932, 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:
J. A. CANNON, Secretary
(SEAL) ATTEST:
PAUL WOLCOTT
Resident Asst. Secy.
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, Surety.
By FRANK A. SALMONS, Resident Vice-President

On this 29th day of March, in the year nineteen hundred thirty-three, 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.

(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 30 day of March, 1933
C. L. BYERS, City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59847 passed and adopted on the 20th day of March, 1933, require and fix the sum of \$377.00 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 3rd day of April, 1933, 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 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:

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;
 CORNISH DRIVE, for its entire length;
 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 Savoy Street;
 SAVOY 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.

Such furnishing of electric current shall be for the period of one year from and after October 1, 1932, to-wit, to and including September 30, 1933.

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 and assessment for Sunset Cliffs Lighting District No. 1", filed December 2, 1932 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 Twelve and 60/100 Dollars (\$1812.60) 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 "Sunset Cliffs Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Eight Hundred Twelve and 60/100 Dollars (\$1812.60) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund". It is further mutually agreed that the said sum of \$1812.60 is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

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 Twelve and 60/100 Dollars (\$1812.60).

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 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:

J. A. CANNON, Secretary

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO

By JOHN F. FORWARD, JR.

ALBERT W. BENNETT

LEROY E. GOODBODY

JOSEPH J. RUSSO

JOHN R. BLAKISTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council.

I hereby approve the draft of the foregoing Contract, this 30 day of March, 1933.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, 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 Sunset Cliffs Lighting District No. 1, being Document No. 281996.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Wadstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of April, 1933, 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, as Lessor, hereinafter called the "City," and AIRTECH FLYING SERVICE, LTD., a private corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the City does by these presents demise and lease unto the said Lessee all those lands bordering and extending into the Bay of San Diego, and being a portion of those 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 intersection of the northwesterly line of Palm Street with the Mean High Tide Line of the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 235.59 feet to a point on a curve concave to the southwest having a radius of 1979.5 feet, the center of which bears south 54° 12' 14" west; thence southeasterly along the arc of said curve an arc distance of 74.36 feet to the true point of beginning; thence continuing southeasterly along the arc of said curve an arc distance of 107.44 feet to a point; thence on a radial line south 59° 27' 49" west 137 feet to a point on a curve concentric to the above described curve having a radius of 1842.5 feet; thence northwesterly along the arc of said concentric curve an arc distance of 100 feet to a point; thence on a radial line north 56° 21' 14" east a distance of 137 feet to the true point or place of beginning, containing 14213.7 square feet, or 0.326 acres, of land.

Said above described land being shown and designated upon the plat, marked Exhibit "A", attached hereto, and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a term of twenty-five (25) years, beginning on the First day of April, 1933, and ending on the 31st day of March, 1958, unless sooner terminated as herein provided, at the following rentals:

Fifty Dollars (\$50.00) per month for the first five-year period of said term;
Seventy-five dollars (\$75.00) per month for the second five-year period of said term;
One hundred dollars (\$100.00) per month for the third five-year period of said term;
One hundred twenty-five dollars (\$125.00) per month for the fourth five-year period of said term; and
One hundred fifty dollars (\$150.00) per month for the fifth five-year period of said term.

All rentals to be due and payable monthly in advance on the first day of each and every month during the term of this lease.

Neither the whole nor any portion of this lease shall be assignable nor transferable without the consent of the Harbor Commission of The City of San Diego, evidenced by resolution duly and regularly adopted by said Commission.

The Lessee shall have the right to sublet portions of any building or buildings now or hereafter erected on the leased premises for the conduct or carrying on of any business or activity therein which the Lessee itself, under the provisions of this lease, would be entitled to conduct or carry on, but not otherwise.

The Harbor Commission of said City and the Council 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 annulment, change or modification.

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

(1) That the demised premises shall be used only and exclusively for the purposes of repairing, maintaining, manufacturing, storing, operating, and selling of aircraft and related products; the sale of airplane and automobile gasoline, lubricants, and related products, all in accordance with Ordinance No. 12823 or the ordinances of The City of San Diego, and ordinances supplemental thereto and amendatory thereof; the operation of local, inter-city, or charter airplane services; and for the construction and operation of offices, waiting rooms, ticket offices, rest rooms, repair shops, sales rooms, and business space incident to the conduct of the above enumerated activities by the lessee.

(2) That should the Lessee at any time desire to establish or conduct upon the leased premises a school or instruction in the art of flying, it may petition the Harbor Commission for permission so to do under this lease; and said Commission shall have the right, as a condition of granting such permission, to increase the rentals payable hereunder in an amount or amounts to be agreed upon between the Lessee and said Harbor Commission, anything to the contrary in this lease notwithstanding.

(3) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall be subject to the approval of the said Harbor Commission.

(4) That said Lessee shall also have the right to use Lindbergh Field for such flying as may be necessary in connection with the operation of the above activities; provided, however, that in the use of said Lindbergh Field said Lessee shall be subject to all conditions, rules, and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 or the ordinances of said City, and ordinances amendatory thereof and supplemental thereto, and likewise to all laws of the United States, State of California, the Charter and ordinances of The City of San Diego applicable to the operation of airports and/or aircraft and/or to the leasing of tide lands by said City.

(5) That the said Lessee shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(6) All buildings and improvements placed by the Lessee on said premises, and all equipment installed on said premises by the Lessee, and all field equipment furnished by the Lessee at its expense, shall remain the property of the Lessee, and upon the termination of this agreement said buildings, improvements and equipment shall be removed from said premises

by the Lessee, or otherwise disposed of, within the reasonable time after termination of this agreement. The City agrees that if the Lessee shall lease, sell, or otherwise dispose of said buildings, improvements and equipment to a party desiring to lease the above described premises from said City, said City will not arbitrarily withhold its consent to said lease.

(7) 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 purpose.

(8) It is agreed that in the event of a breach of any of the covenants by the Lessee herein contained; the City may serve notice in writing upon the Lessee that if said breach is not cured within a thirty-day period, the City may declare this lease at an end, and the 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; provided, however, that in the event of a termination of this lease, as in this paragraph provided, the Lessee may, within such reasonable time as the Harbor Commission shall designate, remove all buildings and field equipment, and other personal property of Lessee, from the premises herein leased.

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 RUFUS CHOATE
R. H. VANDEMAN
EMIL KLIKA
Members of the Harbor Commission of The
City of San Diego.

ATTEST:
GRACE SEIFERT, Assistant Secretary.

AIRTECH FLYING SERVICE, LTD., Lessee
By I. N. LAWSON, JR., President.

I hereby approve the form of the foregoing Lease, this 10th day of April, 1933.

C. L. BYERS, 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 Airtech Flying Service, Ltd., being Document No. 282167.

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 24 day of April, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and L. W. BRAUNER hereinafter designated as the lessee,

WITNESSETH: That pursuant to and under the authority of the provisions of Resolution No. 60017, of the resolutions of the City of San Diego passed and adopted ~~and adopted~~ by the Council of said City on the 24th day of April, 1933, the said City does by these presents, lease, demise and let unto the said lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

All of Pueblo Lot No. 1321 of the Pueblo Lands of The City of San Diego;
That portion of Pueblo Lot 1316 lying north of the La Jolla Miramar Road;
That portion of Pueblo Lot 1315 lying north of the La Jolla Miramar Road and
northeasterly of that certain tract of land leased to H. K. W. Kumm and particularly described in Document No. 214295 on file in the office of the City Clerk of said City;

That portion of Pueblo Lot 1322 lying easterly of the Sorrento Canyon Road.

For a term of three (3) years, beginning on the 24th day of April, 1933, and ending on the 23rd day of April, 1936, at the following rentals: The sum of Two Hundred Dollars (\$200.00) per year, payable in advance at the office of the Lessor semi-annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. 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 in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 8210.

Sixth. 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.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, 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 thereon and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety 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.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City 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.

Tenth. It is further agreed by and between the parties hereto that the lessee shall have the right to pasture not to exceed twenty-five head of stock on said demised premises at any one time; and the City reserves the right to pasture not to exceed ten head of stock at any one time on said premises.

IN WITNESS WHEREOF, a majority of the members of the 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.

CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
JOSEPH J. RUSSO
JOHN R. BLAKISTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council.

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

L. W. BRAUNER, Lessee
I hereby approve the draft of the foregoing lease this 18 day of April, 1933.
C. L. BYERS, City Attorney.
By GILMORE TILLMAN, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with L. W. Brauner, being Document No. 282392.

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

UNDERTAKING FOR STREET LIGHTING EL CAJON 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 FIFTY-EIGHT DOLLARS (\$58.00), 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, 1933.

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 EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Altadena Avenue, 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:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
PAUL WOLCOTT, Resident Assistant Secretary

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

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

On this 27th day of April, in the year nineteen hundred thirty-three, 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. Salmon, 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.

(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 27 day of April, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 59923 passed and adopted on the 3rd day of April, 1933, require and fix the sum of \$58.00 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
EL CAJON AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 1st day of May, 1933, 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 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 EL CAJON AVENUE, between the easterly line of Euclid Avenue and the westerly line of Alhambra Avenue, in the City of San Diego, California. Such furnishing of electric current shall be for a period of one year from and including April 1, 1933, to-wit, to and including March 31, 1934.

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 and Assessment for El Cajon Avenue Lighting District No. 1", filed January 13, 1933 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 Seventeen and 51/100 Dollars (\$217.51) 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 "El Cajon Avenue Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereon, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two hundred seventeen and 51/100 dollars (\$217.51) shall be paid out of any other fund than said special fund designated as "El Cajon Avenue Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$217.51 is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

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 Seventeen and 51/100 Dollars (\$217.51).

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 thereon, 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 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:
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By LEROY E. GOODBODY
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

Members of the Council

I HEREBY APPROVE the draft of the foregoing Contract, this 27 day of April, 1933

C. L. BYERS, City Attorney

By GILMORE TILLMAN, 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. 282559.

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

By August M. Wadstrom Deputy.

AGREEMENT GOVERNING THE DIVERSION AND USE
OF THE WATER OF THE SAN DIEGO RIVER

THIS AGREEMENT entered into this 30th day of January, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, hereinafter in this Agreement referred to as the City and the LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, a state agency, organized and operating under the provisions of the California Irrigation District Act, hereinafter referred to as the District, WITNESSETH:

FOR THAT, WHEREAS, heretofore on or about November 27, 1931, representatives of said City and said District prepared, approved and executed, on behalf of said parties, a "Suggested Basis of Agreement between the City of San Diego and La Mesa, Lemon Grove and Spring Valley Irrigation District", that attached hereto, marked Exhibit 1, made a part hereof, and incorporated herein as though in this paragraph fully set forth, is a copy of said suggested basis of agreement; and

WHEREAS, on or about the 30th day of November, 1931, the Common Council of said City of San Diego at regular meeting, by its resolution No. 57624 duly passed and adopted, approved and ratified said suggested basis of agreement; that a copy of said resolution of said Common Council is attached hereto, marked Exhibit 2, made a part hereof, and incorporated herein as though in this paragraph fully set forth; and

WHEREAS, heretofore on or about the 1st day of December, 1931, the directors of the La Mesa, Lemon Grove & Spring Valley Irrigation District, at meeting duly and regularly called and held, by its resolution entitled, "Resolution and order accepting terms of agreement for the joint use of the water of the San Diego River and El Capitan Reservoir by the City of San Diego and the La Mesa, Lemon Grove & Spring Valley Irrigation District", approved and ratified said suggested basis of agreement; that a copy of said resolution of said Board of Directors is attached hereto, marked Exhibit 3, made a part hereof, and incorporated herein as though in this paragraph fully set forth.

I

Purposes to be Accomplished

Sec. 1 The purpose of this contract is to fully carry into effect the written basis of agreement between said City and said District, as approved and ratified by the Common Council of said City by Resolution No. 57624, passed and adopted on the 30th day of November, 1931, and as approved and ratified by the Board of Directors of said District by resolution passed and adopted on the 1st day of December, 1931, which said written basis of agreement by reference hereinabove has been embodied herein and made a part of this contract, marked Exhibit 1.

II

Rights and Property to pass from the District to City

Sec. 1 The District hereby grants and conveys to the City of San Diego, a municipal corporation, all that real property situated in the County of San Diego, State of California, together with all water, mineral and other rights, easements, reservations and privileges attached to each and every, or any, or all, of said parcels of land, described as follows:

All that portion of the SE 1/4 of the NE 1/4 of Section 7 and the S 1/2 of the NW 1/4, the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4 except the east 1 rod thereof, and Lot 3 (SW 1/4 of SE 1/4), all in Section 8, Township 15 south, Range 2 east, S.B.B. & M., and lying and being below the 710 foot contour line above sea level U.S.G.S. datum as recorded in Book 1149 of Deeds at page 342 containing about 152.72 acres.

Sec. 2 The District hereby grants and conveys to the City of San Diego, a municipal corporation, all that real property situated in the County of San Diego, State of California, being lands in the Mission Gorge Reservoir site, described as follows:

All of Tract "C" of the Rancho El Cajon, in the County of San Diego, State of California, according to Partition Map thereof on file in the office of the County Clerk of San Diego County.

Also, all that portion of Tract "T" of said Rancho El Cajon, according to said partition map thereof described as follows:

Commencing at a redwood post, the most easterly corner of Tract "C", according to said Partition Map, said redwood post being the second station mentioned in the description of said Tract "C" as per Referee's report filed in the Partition Suit of Lankershim et al vs. Crane, et al; thence running due North thirty-seven and twenty-seven hundredths (37.27) chains to North boundary line of Section 30, Township 15 south, Range 1 west, San Bernardino Meridian, as same is shown on said Partition Map; thence west along the north line of said Section 30, thirty-seven and sixty-five hundredths (37.65) chains to the northwest corner of said Section; thence west along the north boundary line of Section 25 of said Township, thirty-four and sixty-five hundredths (34.65) chains to a point due north of the northwest corner of said Tract "C"; thence south seventeen and forty-four hundredths (17.44) chains to a redwood post at the northwest corner of Tract "C"; thence north 61° 30' East along the northerly line of said Tract "C" twenty-four (24) chains; thence continuing along the northerly line of said Tract "C" north 70° 30' east seventeen and forty hundredths (17.40) chains; thence South 49° 30' East forty-five and sixty-five hundredths (45.65) chains to the point of commencement.

Also, all that certain strip of land adjoining the south side of the east half of said Tract "C" and north of a straight line drawn from the southeast corner of said Tract "C" westerly to the Third Station on said Southern line, west of said corner as shown on said Partition Map, EXCEPTING from said Tracts "C" and "T" all that portion thereof conveyed by Levi Chase to Hosmer McKoon, January 19th, 1903, by deed recorded in Book 326, page 19 of Deeds, records of said County, described as follows:

Being a part of Lot "C" of the El Cajon Partition Map on file in the office of the Recorder of said County and being Lot "A" as shown on a map made by Benj. McLaren, Surveyor, on the 12th day of January, 1903, on file in Recorder's office aforesaid.

Also,

(a) All of Tract Seven (7) of the Fanita Rancho, in the County of San Diego, State of California, according to map thereof No. 790, filed in the office of the County Recorder of said San Diego County, December 21st, 1894, EXCEPTING therefrom that portion thereof conveyed by Fannie McKoon et al to Nackie H. Scripps, January 25th, 1913, by deed recorded in Book 597, page 93 of Deeds, described as follows:

Bounded by a line commencing in the southwest quarter section of Section 29, Township 15 south, Range 1 west, San Bernardino Meridian, at the point where the center meridian line of Section 29, Township 15 south, Range 1 west, San Bernardino Meridian intersects the center line of the County road also known as and called Woodside Avenue; thence westerly and along the center of said County Road, or Woodside Avenue, for a distance of twenty feet or more to a point; thence northerly parallel to and twenty feet distant from said center meridian line of Section 29 for a distance of fourteen hundred eighty-five (1485) feet more or less to the center of San Diego River; thence easterly and along said center line of said San Diego River and following the meanderings thereof to its intersection with the said center meridian line of Section 29, Township 15 south, Range 1 West, San Bernardino Meridian; thence southerly along said center meridian line of Section 29 to the point of commencement.

Also, EXCEPTING any portion thereof that may be within Lot Seven (7), in Block "G" of the Fanita Rancho, in said County, according to map thereof No. 688, filed in the office of the County Recorder of said San Diego County, October 22nd, 1891.

(b) Also, all of Lots One (1) and Two (2), in Block "H" and Lots One (1) to Six (6), both inclusive, in Block "G" of Fanita Rancho, in said County, according to map thereof No. 688, filed in said Recorder's office August 22nd, 1891, EXCEPTING from said Lot Six (6), in Block "G", the easterly thirty (30) feet thereof, said excepted portion sometimes known as Lot "C", according to Licensed Surveyor's Map No. 136, filed in said County Recorder's Office, January 20th, 1903.

Also, EXCEPTING that portion of Lots Two (2) and Three (3), in Block "G", according to said Map No. 688 that lies within Tract "C" according to the Partition Map of the Rancho El Cajon, made in the action of Lanker-shim versus Crane, et al., filed in the office of the County Clerk of San Diego County.

(c) Also, all of Lot "A", according to the plat of the "Chase McKoon Stock Line", in said County, according to Licensed Surveyor's map thereof No. 136, filed in said County Recorder's office January 20th, 1903.

Certificate of Title

Sec. 4 The District agrees to furnish and deliver to the City certificates of title to all the lands herein granted showing the vesting of title in the City free and clear of all encumbrances.

Sec. 5 The District hereby grants to the City a permanent right to the use of Murray Dam Reservoir for the purpose of storing water therein to the extent and subject to the conditions of said written agreement so approved and ratified by the parties hereto on the said 30th day of November, 1931, and the 1st day of December, 1931, respectively.

Sec. 6 The District hereby agrees to compensate the City in money for the right to permanently transmit, through the City's pipe line from the intake thereof at the El Capitan Reservoir to a point on the City's right of way in the immediate vicinity of the present El Monte Pumping Plant, water withdrawn by the District in amounts as fixed and determined in said written agreement and stored in or passed through the El Capitan Reservoir; such sum of money shall be equal to the amount of the increased cost to the City of constructing and installing a pipe line of 48 inches in diameter instead of a pipe line of 36 inches in diameter, as originally contemplated. Such payment shall be made as follows:

Immediately upon the opening of bids and within not to exceed ten (10) days thereafter, and at all events prior to the award by said City of any contract for the construction of said pipe line so increased in size, said District shall pay to and deposit with the City Treasurer of said City an amount of money equal to one-half of said increased cost of construction. The remaining one-half of said increased cost of construction shall be paid in two equal yearly payments or installments, the first of which shall be paid one year from the date of the execution of a contract for the installation of said 48 inch pipe line, and the second installment shall be paid two years from the date of the execution of said contract; said installments shall bear interest at the rate of five per centum (5%) per annum. To insure the payment of said two installments, said District agrees to establish and maintain a reserve or sinking fund, into which it shall pay from its receipts for water distributed by it to consumers, and from any other source of income it may desire, an amount sufficient to pay in full said installments when due. Said reserve or sinking fund shall be established by said District not later than thirty (30) days following the execution of said contract for the installation of said 48 inch pipe line.

III

RIGHTS AND PROPERTY TO PASS FROM THE CITY TO THE DISTRICT

Sec. 1. The City hereby grants to the District a permanent right to store in and pass through the El Capitan Reservoir the water which the District is conceded the right to divert, impound, store in, and pass through said reservoir by said written agreement so ratified and approved by the parties hereto on the said 30th day of November, 1931, and the 1st day of December, 1931, respectively, and the said City agrees to complete said dam and reservoir in accordance with said written agreement and to the height therein provided.

Sec. 2 The City hereby grants to the District a permanent right to the use of that portion of the City's pipe line referred to and described in Section 6 of Title II hereof, and the City hereby agrees to construct said pipe line with diameter thereof increased as specified in said Section 6, Title II, as provided for by said written basis of agreement herein referred to.

IV

Dismissal of Actions

Sec. 1 Upon the formal execution of this Agreement, all actions now pending between the parties hereto in any State or Federal court involving the subject matter hereof shall be dismissed by stipulation of the parties, which stipulation shall recite that all matters of controversy in said actions have been fully adjusted and settled by this agreement and that neither party shall be entitled to recover costs.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and the said La Mesa, Lemon Grove & Spring Valley Irrigation District has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized by resolution of its Board of Directors, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO,
By JOHN F. FORWARD, JR.
ALBERT W. BENNETT
JOSEPH J. RUSSO
JOHN R. BLAKISTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT
By F. R. BEATTY, President
RUTH C. DREW, Secretary

(SEAL)

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

On this 14th day of January, A.D. Nineteen Hundred and Thirty-three, before me, Adah B. Campbell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F.R. Beatty, known to me to be the President, and Ruth C. Drew, known to be 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 within 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, State of California, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires,
Sept. 16, 1934.

I HEREBY APPROVE the form of the foregoing Agreement this 30 day of January, 1933.
C. L. BYERS, City Attorney.

Note. No. 5.

Exhibit 1

November 27, 1931.

SUGGESTED BASIS OF AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT.

The solution of the problem involved in the development of the waters of the San Diego River should be approached always bearing in mind the following fundamentals:

- (1) That the City has the paramount right to the waters of the San Diego River and its tributaries for the use of its inhabitants.
- (2) That the City shall construct a dam at El Capitan damsite to a height of 197 feet above stream bed.
- (3) That heretofore over a period of years the District has diverted the waters of the San Diego River to the extent of a total gross average annual diversion from the watershed of approximately ten thousand (10,000) acre feet.
- (4) That the net safe duty of the projected El Capitan Dam and Reservoir, exclusive of the above mentioned total gross diversions of the District, is 11.6 m.g.d.
- (5) That the City desires to cooperate with the District in formulating a plan whereby said gross average annual diversions by the District may be continued in the future, to the extent that the same may be accomplished equitably and with due regard for the rights of the City; and, further, that the City wishes to co-operate with the District to the end that ways and means may be devised of securing to the district a larger consumptive and beneficial use from its said total gross diversion without providing for increased diversion of water from the drainage area by the District, or obligating the City to compensate the District in kind for water lost through evaporation or transmission, or otherwise obligating the City other than as herein provided.

A controlling principle of the following proposal is that whenever it is agreed that the District may divert water into and draw water out of the El Capitan Reservoir up to a stated maximum amount, the parties refer only to such water as the District may be enabled by its present diverting and transmission works (including betterments and improvements as herein provided for), to divert and deliver into the Reservoir. In no event does the agreement contemplate any obligation on the part of the City to guarantee delivery of the water to the District. The obligation of the City is to supply the District with reservoir facilities at the proposed El Capitan Reservoir.

Subject, then, to the foregoing controlling principles, the following proposal is tentatively suggested:

I

That the District retain, operate and maintain, except in the respects herein indicated, its present water system.

(a) The flume and siphons of the District upstream from the proposed El Capitan Dam shall be maintained and operated by said District during the construction period of said proposed El Capitan Dam and thereafter until water shall have been impounded in said proposed El Capitan Reservoir to such gauge height as will interfere with the practical maintenance of said flume and siphons. Construction work by said City shall be carried on in such manner as to impose upon the District no additional cost of maintenance or operation of said flume and siphons.

(b) The District shall consent to the City flooding that portion of its flume and siphons upstream from the proposed El Capitan Dam and below the 197 foot contour of said proposed El Capitan Reservoir.

(c) El Monte pumping plant shall be maintained by said District as a stand-by plant, and as such, pumping operations may be resorted to by said District at such times and to the extent as in the opinion of its General Manager shall seem necessary to protect and preserve its existing rights to the diversion of water at said plant against other riparian owners and appropriators; provided, however, that whenever said District operates

said El Monte pumping plant as herein provided for, the amount of water by it in this manner diverted from the San Diego River watershed, to that extent and for that seasonal year, (October 1st to September 30th), shall reduce the maximum amount, to-wit: ten thousand (10,000) acre feet, of permanent storage allowed said District in said El Capitan Reservoir.

(d) The District shall deed to the City all lands to which it holds title, totaling 152.72 acres within or contiguous to El Capitan Dam and Reservoir sites, and shall assign to the City options which it now holds upon lands, in the amount of 37.6 acres, which lands are within or contiguous to said El Capitan Dam and Reservoir sites, and shall convey or assign to said City title to or options upon lands within or contiguous to said dam and reservoir sites which it may hereafter acquire or obtain; and shall also deed to the City lands to which it now holds title in the Mission Gorge Reservoir site, being approximately 420 acres in extent.

II

The District shall have the right to permanently store in El Capitan Reservoir water diverted by it by means of those portions of its water system upstream from El Capitan Dam; provided, however, that the rate of diversion shall not exceed twenty-seven (27) cubic feet per second, and that the total amount of water belonging to said District, permanently stored by said District in said Reservoir, shall never at any one time exceed ten thousand (10,000) acre feet; provided, further, that whenever during the period from the first day of May, of any year, to the succeeding 31st day of October, of the same calendar year, there exists, in the opinion of the Hydraulic Engineer of the City of San Diego, sufficient temporary storage capacity in El Capitan Reservoir to permit the same to be done without interference with the efficient and economic operation of said reservoir by said City, the District shall have the right to withdraw water from the Cuyamaca Reservoir and store the same temporarily during said period in said El Capitan Reservoir. The purpose of the immediately preceding provision providing for temporary storage during the irrigation period mentioned is to provide greater economies in the storage and distribution of water by said District, and it is not intended that the District shall ever claim to have in storage in said El Capitan Reservoir an amount of water in excess of ten thousand (10,000) acre feet at any time subsequent to October 31st of any calendar year and preceding May 1st of the immediately succeeding calendar year. All water passed into El Capitan Reservoir by said District to be measured at the point of delivery into said Reservoir.

III

The District shall be entitled to draw out from said El Capitan Reservoir during any year the whole or any part of the water stored therein by it, as herein provided for, subject to the provision of Article I, Subdivision (c) hereof, respecting the operation of El Monte pumping system, and subject to the diminution of such water caused by evaporation or leakage, and subject to the further restriction that the water shall not be withdrawn by the District from said El Capitan Reservoir at a rate in excess of the demands upon the water system of said District at the time of such withdrawals. Expense incident to the withdrawal of such water by said District and the facilities for the withdrawal and transmission thereof by the District shall be borne and provided for by said District.

IV

The City shall enjoy, without charge, year to year permanent storage rights in Murray Reservoir, to an amount not exceeding five thousand (5,000) acre feet at any one time, subject to the same conditions and restrictions as to operation as applies to the District's use of El Capitan Reservoir, meaning thereby that said City in availing itself of storage facilities in Murray Reservoir shall do so at its own expense through its own pipe lines and other transmission and diversion facilities, and subject to the same rule as to evaporation and loss as applies to said District in its use of storage facilities at said El Capitan Reservoir.

V

Cuyamaca Reservoir to be operated in conjunction with El Capitan in a manner calculated to increase the net safe yield from Cuyamaca to the extent consistent with the efficient and economical operation of both reservoirs. In passing water from Cuyamaca Reservoir to El Capitan Reservoir, under the provisions of this paragraph, the District shall not be limited to twenty-seven (27) cubic feet per second, as heretofore mentioned in paragraph II, but may accomplish such transfer of water at a rate or intensity of flow provided by the discharge and outlet units of the Cuyamaca Dam and Reservoir.

VI

Whenever both the El Capitan and Cuyamaca Reservoirs are filled to capacity (meaning to the spillway lip of the dam or independent spillway), the City shall make the larger portion of its withdrawals for consumptive use from said El Capitan Reservoir to the end that possibility of spillway losses may be avoided and storage facilities provided for the joint benefit of the parties hereto.

VII

The District shall agree to limit its distribution of water to supplying the demands within the boundaries of the District, as said boundaries now exist or hereafter from time to time may exist, and to contracts and consumers existing at this date outside the boundaries of said District. The contract between the parties hereto of date _____, providing for the delivery of water by the District to said City, to be cancelled.

VIII

Under the terms of the agreement, including all economies of operation calculated to increase the amount of water available for consumptive use, the District shall be limited to a total gross average annual diversion from the entire watershed of not to exceed ten thousand (10,000) acre feet over a ten-year period. The District, in the operation and maintenance of its existing diversion facilities located upstream from said El Capitan Dam, shall be permitted to make alterations, betterments or improvements as in its judgment are deemed necessary or advisable, but such additions, betterments or improvements shall be made so that there shall be no increase in the rate of diversion provided by the existing diversion facilities.

IX

The projected El Capitan pipe line leading from said El Capitan Reservoir, will have a diameter of thirty-six inches. The District desires the diameter of said pipe line increased sufficiently to enable it to withdraw through said pipe line (in addition to the City's withdrawals) the water which said District may store in said El Capitan Reservoir, as herein provided. The City agrees to such increase in diameter of that portion of said pipe line beginning at said El Capitan Dam and terminating at a point on the City's right of way in the immediate vicinity of the El Monte pumping plant to be selected by said District, upon condition that the increased cost of installation due to the increased size of said pipe line shall be borne entirely by said District.

X

All pending litigation between said City and said District shall be terminated and dismissed as to the parties to this agreement upon the taking effect of any agreement based upon this tentative proposal.

RESOLUTION NO. 57624

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

That the basis of agreement between the City of San Diego and the La Mesa, Lemon Grove and Spring Valley Irrigation District this date submitted by the City Attorney, be, and it is hereby approved and ratified; and

BE IT FURTHER RESOLVED that the City Attorney be, and he is hereby authorized and directed to proceed with the preparation of a detailed contract embodying the principles and terms of the draft this date submitted.

RESOLUTION AND ORDER ACCEPTING TERMS OF AGREEMENT
FOR THE JOINT USE OF THE WATER OF THE SAN DIEGO
RIVER AND EL CAPITAN RESERVOIR BY THE CITY OF SAN
DIEGO AND THE LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION DISTRICT.

WHEREAS, the Common Council of the City of San Diego, on the 27th day of August, 1931, directed the legal department of said City to proceed to take necessary steps to clear the way for the construction of a dam at El Capitan to a height of 197 feet above stream bed; and

WHEREAS, at the date of such resolution there was pending in the United States Circuit Court of Appeals for the Ninth Circuit a suit brought by said Irrigation District to enjoin the said City from constructing a dam at said place, and said Irrigation District was claiming the right to the use of the water of said river and contesting the city's claim of a paramount right thereto, and the right to flood property belonging to said District at the site of said proposed dam; and

WHEREAS, in order to dispose of said controversy the legal department of the City of San Diego initiated a series of conferences with the attorneys for said District, which said attorneys had theretofore been authorized by the Board of Directors of said District to enter into negotiations with said City; and

WHEREAS, as a result of said conferences the attorneys representing said City and the attorneys representing said District agreed to submit for the approval of said City and said District the following proposed terms of settlement, to-wit:

(Proposed terms of settlement OMITTED here).

AND WHEREAS, on the 30th day of November, 1931, the Common Council of the City of San Diego passed and adopted a resolution, which said resolution was as follows:

(Resolution OMITTED here)

AND WHEREAS, said terms of settlement so referred to approved and ratified by said Common Council, have been fully and duly considered by the Board of Directors of said District, and it appearing to said Board that it would be for the best interests of said District to approve, accept and carry out the agreement as outlined and stated in said statement of terms hereinbefore recited;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT that said District hereby approves and ratifies the terms of agreement hereinbefore recited, and that the attorneys representing this District be and they are hereby authorized and directed to proceed to cooperate with the City Attorney of the City of San Diego in the preparation of a detailed contract embodying the principles and terms of said settlement as hereinabove set forth, it being the purpose and intent of said Board of Directors by the passage of this resolution to fully accept and put into operation each and all of the terms and provisions of said plan of settlement; and

BE IT FURTHER RESOLVED that a copy of this resolution, certified by the Secretary of this Board, be forthwith sent to the Common Council of the City of San Diego.

RECORDED FEB 16 1933 52 Min. past 9 A.M. In Book 191 at page 287 of Official Records, San Diego, Co., Cal. Recorded at Request of City of San Diego.

O. M. SWOPE County Recorder

By Deputy J. L. SQUIRE

W. T. McCARTHY

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement governing the diversion and use of the water of the San Diego River between the City of San Diego and the La Mesa, Lemon Grove and Spring Valley Irrigation Dist. Being Document No. 280889.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helan M. Wallig Deputy.

A G R E E M E N T

WHEREAS, A. F. Baker is the owner of Lot 5, Block Country Paradise Subdivision; and, WHEREAS, the provisions of Ordinance No. 13056 of the ordinances of the City of San Diego prohibit the erection of buildings on said property to the front property line; and,

WHEREAS, the undersigned has heretofore applied to the City Council of the City of San Diego for a special permit to erect a building on the above lot to the front property line; and,

WHEREAS, the City Council of said City has by Resolution No. 59859 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a building to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to the line established and designated by the said City of San Diego, Now Therefore,

WITNESS THIS AGREEMENT, signed and executed this 11th day of March, 1933, by A.F. Baker, that he will, for and in consideration of the permission granted him to erect a building on the above described property to the front property line, bind himself to, and he hereby by these presents agrees, to move any building erected by him in pursuance hereof back from the front property line to the established line designated by the City of San Diego and at such time as the City of San Diego directs him to move said building to any line designated; that he will move said building and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

He further agrees that this agreement shall be binding on himself, his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein made.

A. F. BAKER
5341 El Cajon Ave.

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

On this 11th day of March, 1933, A.D. Nineteen Hundred and thirty-three, before me, J.E. Rockey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. F. Baker, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) J. E. ROCKEY
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 22 1933 27 Min. past 11 A.M. In Book 204 At Page 145 of Official Records, San Diego Co., Cal. Recorded at Request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
C. A. SCHMUCKER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of A. F. Baker and the City of San Diego. Being Document No. 281814.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

CHATTEL MORTGAGE

THIS MORTGAGE, made this 18 day of April, 1933, by RECREATIONAL DEVELOPMENT COMPANY, LIMITED, a corporation organized and existing under and by virtue of the laws of the State of California, Mortgagor, to THE CITY OF SAN DIEGO, a municipal corporation, Mortgagee, WITNESSETH:

That the said mortgagor mortgages to the said mortgagee all that certain personal property situated in the City of San Diego, State of California, on those certain tide lands described in the lease from said the City of San Diego to said Recreational Development Company, Limited, bearing date March 27th, 1930, which said lease bears official Document No. 255969, filed in the office of the City Clerk of said City; said personal property hereby mortgaged being described as follows:

All bleachers, fences and structures now upon said leased premises. Together with all the right, title and interest of the mortgagor in the lighting equipment installed on said premises, consisting of poles, wiring, reflectors, globes and transformers; it being the intent of the mortgagor to extend the lien of this mortgage to such portions of said lighting equipment as are now owned by the mortgagor, and to such portions thereof as may be during the life of this mortgage acquired by the mortgagor.

As security for the payment to said The City of San Diego, mortgagee as aforesaid, of the sum of two thousand three hundred dollars (\$2,300.00), lawful money of the United States of America, on or before the first day of June, 1934, with interest at the rate of 6 per cent per annum, according to the terms and conditions of a certain promissory note of even date herewith, and in words and figures as follows, to-wit:

\$2,300.00

San Diego, California, Apr. 18, 1933.

On or before one year after date, without grace, for value received, RECREATIONAL DEVELOPMENT COMPANY, LIMITED, promises to pay to the order of THE CITY OF SAN DIEGO, a municipal corporation, at the office of the Treasurer of said City, two thousand three hundred dollars (\$2,300.00), lawful money of the United States, with interest at the rate of six per cent per annum, from the date hereof until paid, interest payable quarterly; and should the interest not be paid as herein provided, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note; principal and interest payable in lawful money of the United States.

The maker of this note shall have the right to make payments upon the principal thereof in amounts not less than one hundred dollars (\$100.00).

Should suit be commenced, or an attorney be employed, to enforce the payment of this note, Recreational Development Company, Limited, agrees to pay an additional sum of ten per cent (10%) on principal and accrued interest as attorney's fees in such suit.

RECREATIONAL DEVELOPMENT COMPANY,
LIMITED
MARTIN J. HEALY, Pres.
LINN L. PLATNER, Sec'y.

It is also agreed that if the mortgagor shall fail to make any payment as in the promissory note provided, then the mortgagee may take possession of the said property, using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount in said note specified, including counsel fees not exceeding ten per cent (10%) upon the amount due, paying the overplus to the said mortgagor; all of said costs, including said counsel fees, being hereby secured.

The said mortgagor does hereby state, declare and warrant that it is the sole and separate owner of all of the within mentioned personal property, except as hereinabove set forth, and that there are no liens or encumbrances or adverse claims of any kind whatsoever on any part thereof.

(SEAL) RECREATIONAL DEVELOPMENT COMPANY, LIMITED
MARTIN J. HEALY, Pres.
LINN L. PLATNER, Sec'y.

142977681
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 18th day of April, A.D. Nineteen hundred and thirty-three, before me, Zola E. Gartner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Martin J. Healy, known to me to be the president, and Linn L. Platner, known to me to be the Secretary, of Recreational Development Company, Limited, the corporation that executed the within 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 County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires,
July 10, 1935.

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

Martin J. Healy, President, of Recreational Development Company, Limited, Mortgagor in the foregoing mortgage named, in said mortgage named, each being duly sworn, each for himself, doth depose and say: That the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

MARTIN J. HEALY
President, Recreational Development Company, Limited.

Subscribed and sworn to before me this 18th day of April, 1933.

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

(SEAL)
My Commission Expires,
July 10, 1935.

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

John F. Forward, Mayor and Allen H. Wright, Clerk of the City of San Diego, the Mortgagee in said mortgage named, being duly sworn, depose and say: That the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

JOHN F. FORWARD, JR. Mayor
ALLEN H. WRIGHT, City Clerk
of the City of San Diego.

Subscribed and sworn to before me this 24th day of April, 1933.

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

(SEAL)

RECORDED APR 27 1933 46 Min. past 3 P.M. In Book 199 at Page 392 of Official Records, San Diego Co., Cal. Recorded at Request of Mortgagee.

O. M. SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

ORPHA HARBAUGH #19
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Chattel Mortgage from Recreational Development Co. Ltd. to the City of San Diego, California. Being Document No. 282486.

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

By Helen M. Willey Deputy.

SURRENDER OF LEASE

KNOW ALL MEN BY THESE PRESENTS That the AIRTECH FLYING SERVICE, LTD., a corporation, the lessee named in those two certain leases from the City of San Diego, as lessor, both dated October 5, 1930, being official documents numbered 263015 and 263016 on file in the office of the City Clerk of said City, in consideration of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, the receipt whereof is hereby acknowledged, does for itself, its successors and assigns bargain, sell, surrender and yield up from the day of the date hereof, unto said The City of San Diego, as well the above described leases as the lands and premises therein mentioned, and the term of years therein yet to come, with all its right, title and interest thereto; and does hereby covenant that the same are free and clear of all encumbrances of what kind soever, at any time by it, or by its consent or procurement, done, committed or suffered.

IN WITNESS WHEREOF, the Airtech Flying Service, Ltd., a corporation, has caused its corporate name to be signed and its corporate seal to be affixed hereunto, by its proper officers thereunto duly authorized, this 1st day of April, 1933.

(SEAL) ATTEST:
GRACE SEIFERD

Secretary

AIRTECH FLYING SERVICE, LTD.,
By I. N. LAWSON, JR.

I hereby approve the form of the foregoing Surrender of Lease this 1st day of April, 1933.

C. L. BYERS, 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 Surrender Lease of Airtech Flying Service, Ltd. to the City of San Diego, California. Being Document No. 282767.

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

By Helen M. Willey Deputy

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON
NOTICE OF RENEWAL

Members of the Common Council,
The City of San Diego,
San Diego, California.

Gentlemen:

You are advised that, under the term of an option conferred upon me by the following instrument: A lease dated July 2, 1923, the terms and conditions of which provide for this notice and the leasing by you to the Government of 174.03 acres of land, more or less, located in the County of San Diego, State of California, and more particularly described in said instrument, for the period beginning April 1, 1923, and ending June 30, 1924, subject to renewal thereafter in accordance with the terms thereof. I hereby extend all the conditions and provisions of the said instrument to cover the period beginning July 1, 1933, and ending June 30, 1934, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period.

Very truly yours,
R. G. TUGWELL

Acting Secretary of Agriculture

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice from Dept. of Agriculture re: Renewal of lease of Pueblo lands for experimental station. Being Document No. 282975.

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

Pursuant to the terms of Resolution No. 60120 and Resolution No. 60140, the following agreement is entered into this 22nd day of May, 1933, by and between The CITY OF SAN DIEGO, represented by a majority of the members of the City Council and the City Manager, party of the first part, and MR. D. C. HENNY, party of the second part, WITNESSETH:

That party of the first part for and in consideration of the things to be done by Mr. D. C. Henny, as hereinafter set forth and as set forth in Resolutions numbered 60120 and 60140, agrees to pay said Second Party the sum of One Hundred Dollars (\$100.00) per day, together with traveling expenses and living expenses from Portland, Oregon, to San Diego, and return; provided, however, his compensation in no event shall exceed One Thousand Dollars (\$1000.00).

Party of the second part for and in consideration of the sums of money herein mentioned to be paid by party of the first part, agrees to immediately commence an investigation concerning conditions surrounding the construction of El Capitan Dam, and will, as soon as possible, submit a report to the party of the first part completely covering and dealing with the progress of the construction work on the El Capitan Dam to date, dealing with the question of safety of structure, compliance with plans and specifications, costs to date as compared with bid schedule contained in the contract between H. W. Rohl and T. E. Connolly and the City of San Diego, dealing with the sufficiency or insufficiency of the plans and specifications for the spillway and spillway extension, covering the question of the necessity for additional spillway extension, and dealing in general with all disputes and controversies, known or unknown, that to date exist between the contractors and the City engineering forces.

It is the intent and purpose of the parties to this agreement that a report be furnished containing facts sufficient to fully inform the Council with respect to the things herein mentioned, as well as any other information which party of the second part deems advisable to submit. It is important to the Council that they have expert engineering advice concerning the rate of progress of the work, concerning whether or not the plans and specifications of the contract are being complied with by both parties, and concerning the reasons for the various delays which have heretofore occurred, and concerning the proper method of procedure for the City of San Diego in supervision engineering and construction of the El Capitan Dam spillway and outlet works.

Said party of the second part further agrees that he will use all due diligence in preparing the report herein indicated, and shall furnish same to this Council as soon as possible.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON

Members of the Council

A. V. GOEDEL, City Manager
Party of the First Part.

D. C. HENNY
Party of the Second Part

I hereby approve the form of the foregoing Contract this 22d day of May, 1933.
C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with D. C. Henny for Report on El Capitan Dam Project Controversy. Being Document No. 282978.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

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 FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$468.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of May, 1933.

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 AVENUE, 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 Avenue and the westerly line of Park Boulevard, 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:

J. A. CANNON, Secretary.

By W. F. RABER, 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,)
COUNTY OF SAN DIEGO,) ss

On this 22nd day of May, in the year nineteen hundred thirty-three 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 24 day of May, 1933.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 60076 passed and adopted on the 8th day of May, 1933, require and fix the sum of \$468.00 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. 2

THIS AGREEMENT, made and entered into this 29th day of May, 1933, 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 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 curb lines of the following streets in the City of San Diego, California, to-wit: FOURTH AVENUE, 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 Avenue and the westerly line of Park Boulevard. Such furnishing of electric current shall be for a period of one year from and including March 16, 1933, to-wit, to and including March 15, 1934.

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 and Assessment for University Avenue Lighting District No. 2", filed January 27, 1933 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 Seven Hundred Seventy-five and 32/100 Dollars (\$1,775.32) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 2 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Seven Hundred Seventy-five and 32/100 Dollars (\$1,775.32) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2 Fund".

It is further mutually agreed that the said sum of \$1,775.32 is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

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 Seventy-five and 32/100 Dollars (\$1,775.32).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, 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 Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
(SEAL) ATTEST: By W. F. RABER
J. A. CANNON, Secretary.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO.
By JOHN F. FORWARD JR.
ALBERT W. BENNETT
LeROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council.

I hereby approve the draft of the foregoing Contract, this 24 day of May, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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 University Avenue Lighting Dist. #2. Being Document No. 283036.

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

DEPARTMENT OF COMMERCE
Lighthouse service

Office of Superintendent, 18th District
Customhouse
San Francisco, Calif.
June 1st, 1933.

City of San Diego,
San Diego,
California.

Site No. 1
Route SD-LA

Gentlemen:
By authority of the Secretary of Commerce and in accordance with the terms of the lease executed by you on October 31st, 1932, bearing Contract No. C18a-662 under which the United States is authorized to occupy property in the County of San Diego, State of California, for the maintenance of Air Navigation Facilities, you are hereby notified that it is the desire of the United States to renew the said lease for a period of one year beginning July 1st, 1933 and ending June 30th, 1934.

Please acknowledge receipt of this letter, on one copy hereof.
H. W. RHODES
Superintendent of Lighthouses.

(Site in P.L.1315)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal notice of certain contract for light on P.L.1315. Being Document No. 283057.

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 29th day of May, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter called the City and SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City of San Diego, State of California, as Lessee, hereinafter called the Corporation, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents demise and lease unto the Corporation, Lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, 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:

Beginning at a point on the U.S. Bulkhead Line, as said line was established in 1912, said point being distant 5144.96 feet and bearing South 50° 50' East from Station 109 of said Bulkhead Line; thence North 40° 36' 43" East a distance of 705.08 feet to a point; thence North 50° 50' West a distance of 223 feet to a point; thence North 70° 50' East a distance of 137 feet to the point of beginning of a 100.29 foot radius curve concave to the South; thence northeasterly along the arc of said curve an arc distance of 101.26 feet to a point of compound curve having a radius of 2654.93 feet the center of which bears South 38° 41' West; thence southeasterly along the arc of said compound curve an arc distance of 102 feet; thence North 40° 53' 05" East on a radial line of said compound curve a distance of 160 feet to a point on a curve concentric with said compound curve having a radius of 2814.93 feet; thence southeasterly along the arc of said concentric curve an arc distance of 79 feet to a point; thence South 40° 53' 05" West a distance of 199.92 feet; thence North 49° 06' 55" West a distance of 17.23 feet to a point; thence South 40° 36' 43" West a distance of 825.63 feet to a point on the said U.S. Bulkhead Line; thence North 50° 50' West along the said U.S. Bulkhead Line a distance of 93.03 feet to the point or place of beginning, containing 124,272 square feet, or 2.8529 acres.

Said above described lands being shown and designated in blue upon the plat, marked Exhibit "A", attached hereto and made a part of this lease.

TO HAVE AND TO HOLD the said premises unto the said Corporation for the period of One (1) year, commencing on the date of the execution hereof, and terminating on the 28th day of May, 1934, at and for the rental of one hundred dollars (\$100.00) per month, payable monthly in advance on the 29th day of each and every month during said term.

In addition to the foregoing provisions, it is hereby agreed that this lease is granted and accepted upon the further terms and conditions following:

(1) That the uses and purposes to which said leased premises shall be applied are as follows:

To erect, maintain and operate, upon said above described lands, buildings, structures, tunnels, railroads, pipe lines, machinery, yards, storage places, and yards for storage of materials and settling tanks, and tanks and vats for use in connection with the business of the said San Diego Consolidated Gas and Electric Company, and useful in the conduct of its said business and for other purposes incidental to, or useful in connection with the said business of the said San Diego Consolidated Gas and Electric Company.

(2) That the said Corporation shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, any portion of said premises hereby leased; and provided, further, that no work shall be done upon, nor use made of, said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

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

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

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

(6) This lease shall not be assignable nor shall any portion of the premises included herein be sublet or underlet without the consent of the Harbor Commission of said City evidenced by resolution thereof.

(7) In the event the Corporation shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said Corporation shall have no further rights hereunder, and the said Corporation shall forthwith remove from said premises and shall have no further right or claim thereto or interest

therein; and that the City shall immediately thereupon, without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said Corporation shall forfeit all rights and claims thereto and thereunder. Said Corporation in accepting this lease hereby acknowledges the right of said City so to do.

(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 therein are made a part of this lease, with like effect as though the same were expressly set forth herein; and the said Corporation does hereby expressly covenant that it will in all respects abide by all such laws; and further, that it will in the use and occupancy of said leased premises and in all business conducted thereon strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted, applicable thereto.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Corporation, Lessee as aforesaid, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, and this instrument when so executed shall be deemed effective from the date first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

By RUFUS CHOATE

R. H. VAN DEMAN

Members of the Harbor Commission

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY

By W. F. RABER, President

J. A. CANNON, Secretary

(SEAL)

I hereby approve the form of the foregoing Lease this 24th day of May, 1933.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney.

Approved; STEARNS, LUCE & FORWARD

By F. W. STEARNS - Date 6/1 '33

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease between City of San Diego and S.D.Cons. G & E Co. Being Document No. 283402.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, RAY L. HAUSE, RALPH B. HUNT and RICHARD A. SCHWARTZ, of the City of San Diego, County of San Diego, State of California, as Principals, 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 Eighty-Nine Thousand Six Hundred Thirty and 00/100 (\$89,630.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principals hereby bind themselves, their heirs, executors and administrators, 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 June, 1933.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principals have entered into the annexed contract with THE CITY OF SAN DIEGO to prepare and furnish to the City of San Diego:

(a) A complete inventory of the San Diego Consolidated Gas and Electric Company's properties used and useful in the service of the public as of the date of the investigation and inquiry by the Railroad Commission into the reasonableness of said Company's rates;

(b) An historical reproduction cost appraisal of all of said Company's properties, except land, as of the date of actual construction;

(c) A thorough examination of said Company's books with reference to checking their capital accounts with actual property existing in the field, in order that any and all discrepancies may be checked, shown and noted;

(d) A reproduction cost new appraisal as of the date of inquiry, in order that the downward trend of commodity prices for materials and labor between the time the property was constructed and the date of the investigation and inquiry by the Railroad Commission into the reasonableness of said company's rates may be shown;

(e) A thorough audit of the said company's books in order to determine proper capital overheads which shall be included in both the historical reproduction cost and the reproduction cost new appraisals, as well as to ascertain whether or not the company has in the past followed the practice of charging to operating expense overheads which might properly have been charged to capital account;

(f) A thorough examination in the field of all the depreciable property of said company, as well as a review of their office records, for the purpose of determining the expired and probable remaining useful life of the various units of property in order that a proper amount of accrued depreciation may be deducted in arriving at a present fair value;

(g) A thorough study of proper allowance for working cash capital and the value of materials and supplies on hand required by law to be included in the rate base;

(h) An inventory and appraisal of all operative lands of the said company as of the date of inquiry;

(i) A thorough study of proper annual or annuity depreciation to be charged to operating expense;

(j) A thorough study of the company's past practice with reference to operating expense to determine proper and reasonable operating costs for the services performed with an estimate of said costs for the future. This also will include the question of the reasonableness or justification for any fees paid by the said company to others as management fees, or otherwise;

(k) A complete analysis of the cost of money to and/or the cost of financing of said company;

(l) A thorough study of the question of whether or not all of the company's present operative property is required in the service to the public because of the advent of service or natural gas;

(m) The preparation and compilation of adequate reports in exhibit form of all the various findings and determinations resulting from the survey and investigation herein provided for;

(n) A proposed spread of rates for the different services, namely, gas, electricity and steam, which will produce in the aggregate revenues to pay a fair and reasonable return upon the present fair value of said company's property;

(o) To prepare and present such matters, and all other necessary matters, under the direction of the City Attorney of the City of San Diego, to the Railroad Commission, in cases Nos. 3152 and 3153 now pending, or any other cases arising out of this investigation, if and when necessary, through Fred F. Ball, Consulting Engineer, and Frederick von Schrader, attorney at law, or such other engineer and/or attorney as may be hereafter appointed by said principals with the consent and approval of the Council of the City of San Diego expressed by resolution; said presentation will include the preparation and compilation of all necessary exhibits and evidences, and all expense of any kind whatsoever incurred in the hearing before the said Commission by said parties of the second part in said contract (principals herein);

(p) All records, documents and exhibits prepared, compiled or acquired by the parties of the second part in said contract (principals herein) in the performance of any of the terms of the said contract shall be at all times the property of the City of San Diego, and shall be, by said principals, peaceably surrendered whenever demanded by the City of San Diego; provided, however, that nothing contained in said contract shall be deemed to preclude said principals from preparing, compiling or acquiring copies of any such records, documents or exhibits for their personal use;

(q) Services of the said principals, together with their attorney and engineer, will be available in the event these cases, or any case arising out of this investigation, are carried to a higher court;

All in accordance with the plans, specifications, terms and conditions contained in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the above named principals, Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz, their heirs, executors and administrators, do and shall well and truly observe, perform, and keep all and every of the covenants specified and contained in that certain agreement by and between the City of San Diego and Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz, bearing date January 6, 1933, and which is annexed hereto, which on the part of the said Ray L. Hause, Ralph B. Hunt & Richard A. Schwartz, their heirs, executors and administrators, is, are and ought to be observed, performed, fulfilled and kept, according to the true intent and meaning of the said agreement, then the obligation shall be void, otherwise, to remain in full force and virtue.

RAY L. HAUSE, Principal
RALPH B. HUNT, Principal
RICHARD A. SCHWARTZ, Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Surety
By D. M. LADD
Attorney in Fact.

(SEAL) ATTEST:
S.M. SMITH, Agent.

I hereby approve the form of the within bond, this 14 day of June, 1933.

C. L. BYERS
City Attorney, S.D.

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

On this 13th day of June, 1933, before me Theresa Fitzgibbons, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared D. M. Ladd and S. M. Smith 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.

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

(SEAL)

Approved PUR. DEPT.
A. RAY SAUER, JR.
June 14, 1933.

Approved by a majority of the members of the Council of the City of San Diego, California, this 12th day of June, 1933.

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

JOHN F. FORWARD, JR.
ALBERT W. BENNETT
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON

Members of the Council of the City of San Diego, California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of a faithful performance Bond of Ray L. Hause, Ralph B. Hunt and Richard A. Schwartz to the City of San Diego, California. Being Document No. 283404.

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

By Helen M. Willey Deputy.

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 SIXTY-SIX DOLLARS (\$66.00), 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 13th day of June, 1933.

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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT
Resident Vice-President

(SEAL) ATTEST:
A. P. MULLER
Resident Assistant Secretary

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

On this 13th day of June, in the year nineteen hundred thirty-three 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 A. P. Muller, 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 foregoing Undertaking this 16 day of June, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 60148 passed and adopted on the 22d day of May, 1933, require and fix the sum of \$66.00 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
GARNET STREET LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 19th day of June, 1933, 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 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. Such furnishing of electric current shall be for a period of one year from and including April 25, 1933, to-wit, to and including April 24, 1934.

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 and Assessment for Garnet Street Lighting District No. 1", filed January 19, 1933 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 Dollars (\$250.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Garnet Street Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Fifty Dollars (\$250.00) shall be paid out of any other fund than said special fund designated as "Garnet Street Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$250.00 is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24478.

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 Fifty Dollars (\$250.00).

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 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:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO
By ALBERT W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council

I hereby approve the draft of the foregoing Contract, this 16 day of June, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, 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 Garnet Street Lighting District #1. Being Document No. 283445.

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

CHATTEL MORTGAGE

THIS MORTGAGE, made this 8 day of June, 1933, by H. M. GOLDMAN, Mortgagor, to THE CITY OF SAN DIEGO, a municipal corporation, Mortgagee, WITNESSETH:
That the said mortgagor mortgages to the said mortgagee all that certain personal property situated in the City of San Diego, State of California, on those certain tide lands described in the lease from said The City of San Diego to said H. M. Goldman, bearing date January 15th, 1931, which said lease bears official Document No. 267089, filed in the office of the City Clerk of said City; said personal property hereby mortgaged being described as follows:

- 1 Steel service gas station building
- 1 Grease hoist with accessories
- 2 Gas tanks with pumps
- 1 Gas tank with pump
- 1 Cash Register
- 1 Air Compressor with accessories
- 10 Lubricating oil pumps and tanks

As security for the payment to said The City of San Diego, mortgagee as aforesaid, of the sum of one thousand four hundred seventy-five dollars (\$1,475.00), lawful money of the United States of America, on or before the 1st day of August, 1939, with interest at the rate of 5% per cent per annum, according to the terms and conditions of a certain promissory note of even date herewith, and in words and figures as follows, to-wit:

\$1,475.00 San Diego, California, June 8, 1933.
On or before five years after date, without grace, for value received, H. M. Goldman promises to pay to the order of the CITY OF SAN DIEGO, a municipal corporation, at the office of the Treasurer of said City, One thousand four hundred seventy-five dollars (\$1,475.00), lawful money of the United States, in monthly installments at the rate of not less than twenty dollars (\$20.00) per month for each and every month during said period, with interest thereon at the rate of 5% per cent per annum, from the date hereof until paid, interest payable quarterly; and should the installments of principal and payments of interest not be paid as herein provided, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note; principal and interest payable in lawful money of the United States.

Should suit be commenced, or an attorney be employed, to enforce the payment of this note, H. M. Goldman agrees to pay an additional sum of ten per cent (10%) on principal and accrued interest as attorney's fees in such suit.

H. M. GOLDMAN

It is also agreed that if the mortgagor shall fail to make any payment as in the promissory note provided, then the mortgagee may take possession of the said property, using all necessary force so to do, and may immediately proceed to sell the same in the manner provided by law, and from the proceeds pay the whole amount in said note specified, including counsel fees not exceeding ten per cent (10%) upon the amount due, paying the overplus to the said mortgagor; all of said costs, including said counsel fees, being hereby secured.

The said mortgagor does hereby state, declare and warrant that he is the sole and separate owner of all of the within mentioned personal property, except as hereinabove set forth, and that there are no liens or encumbrances or adverse claims of any kind whatsoever on any part thereof.

H. M. GOLDMAN

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss

On this 8th day of June, A.D. Nineteen hundred and thirty-three, before me, Zola E. Gartner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. M. GOLDMAN, 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.

ZOLA E. GARTNER

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

(SEAL)

My Commission Expires,
July 10, 1935.

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

JOHN F. FORWARD, JR., being first duly sworn, on his oath deposes and says: That he is the Mayor of the City of San Diego, the mortgagee in said mortgage named, and that the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

JOHN F. FORWARD, JR.

Subscribed and sworn to before me
this 19th day of June, 1933.

(SEAL) FRED W. SICK

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

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

H. M. GOLDMAN, mortgagor in the foregoing mortgage named, being duly sworn, deposes and says: That the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

H. M. GOLDMAN

Subscribed and sworn to before me
this 12th day of June, 1933.

(SEAL) ZOLA E. GARTNER

Notary Public in and for the County
of San Diego, State of California.
My Commission Expires July 10, 1935.

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

ALLEN H. WRIGHT, being first duly sworn, on his oath deposes and says: That he is the City Clerk of the City of San Diego, the mortgagee in said mortgage named, and that the aforesaid mortgage is made in good faith and without any design to hinder, delay or defraud any creditor or creditors.

ALLEN H. WRIGHT

Subscribed and sworn to before me
this 19th day of June, 1933.

(SEAL) FRED W. SICK

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

RECORDED JUN 23 1933 40 Min. past 4 P.M. in Book 214 at Page 468 of Official Records
San Diego Co., Cal. Recorded at Request of Mortgagee.

O. M. SWOPE, County Recorder

By Deputy D. COLE

L. SHANNON

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Chattel Mortgage of H. M. Goldman to City of San Diego, California. Being Document No. 283523.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helena M. Wilk Deputy.

BILL OF SALE

BE IT KNOWN, that I, HARRY M. WEGEFORTH, of the City of San Diego, County of San Diego, State of California, party of the first part, for and in consideration of the sum of Three Thousand One Hundred Sixty Dollars (\$3160) current, lawful money of the United States of America to me in hand paid by the CITY OF SAN DIEGO, a municipal corporation, party of the second part, receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part certain personal property described as follows:

All buildings situate on Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block One (1) of Municipal Tidelands Subdivision Tract One (1) as shown on the map of said subdivision on file in the office of the City Engineer of the City of San Diego, California, and any portion of said buildings which may project onto Harbor Street, together with a cement platform adjacent to said buildings;

TO HAVE AND TO HOLD the same unto the said party of the second part. And I do for myself, my heirs, executors and administrators covenant and agree to and with the said party of the second part to warrant and defend the sale of said property hereby made unto the said party of the second part against all and every person and persons whomsoever lawfully claiming or to claim the same and I further warrant said property to be free and clear of all liens and/or encumbrances.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of June, 1933.
HARRY M. WEGEFORTH

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

On this 13th day of June, 1933, before me, Zola E. Gartner a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Harry M. Wegeforth who executed 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, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires
July 10, 1935.

RECORDED JUN 14 1933 10 Min. past 12 P.M. In Book 223 at Page 126 of Official Records, San Diego Co., Cal. Recorded at Request of Grantee.

O. M. SWOPE, County Recorder
By Deputy OMS

I certify that I have correctly transcribed this document in above mentioned book.

C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bill of Sale from Harry M. Wegeforth to the City of San Diego. Being Document No. 283644.

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

By Helen M. Willig Deputy.

SURRENDER OF LEASES

KNOW ALL MEN BY THESE PRESENTS, That HARRY M. WEGEFORTH, the successor in interest by assignment from the original lessees named in that certain lease from the City of San Diego, as lessor, dated May 4, 1918, being official Document No. 115597, on file in the office of the City Clerk of said City, with A.J. Steele, P.H. Steele and H. H. Steele, co-partners, doing business under the firm name and style of Steele Packing Corporation, as Lessees; and that certain lease from the City of San Diego, as lessor, dated May 21, 1918, being official Document No. 115977, on file in the office of the City Clerk of said City, with said A.J. Steele, P. H. Steele and H. H. Steele, co-partners, doing business under the firm name and style of Steele Packing Corporation, as aforesaid, which said leases were authorized to be assigned to the said Harry M. Wegeforth by Ordinance No. 9138 of the ordinances of the City of San Diego, does, in consideration of One Dollar (\$1.00), lawful money of the United States of America, to him in hand paid, the receipt whereof is hereby acknowledged, for himself, his heirs, executors and administrators, bargain, sell, surrender and yield up from the day of the date hereof unto the said City of San Diego, as well the above described leases as the lands and premises therein mentioned, and the term of years therein yet to come, with all his right, title and interest thereto; and does hereby covenant that the same are free and clear of all encumbrances of what kind soever, at any time by him, or by his consent or procurement done, committed or suffered.

IN WITNESS WHEREOF, said Harry M. Wegeforth has hereunto set his hand this 31st day of May, 1933.

HARRY M. WEGEFORTH

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

On this 13th day of June, A.D. 1933, before me, Zola E. Gartner, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Harry M. Wegeforth, 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 first hereinabove written.

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

(SEAL)
My Commission Expires,
July 10, 1935.

I hereby approve the form of the foregoing Surrender of Leases, this 1st day of June, 1933.

C. L. BYERS, City Attorney
By H.B.DANIEL, Deputy City Attorney.

RECORDED JUN 14 1933 12 Min. past 12 P.M. In Book 230 at Page 6 of Official Records, San Diego Co., Cal. Recorded at Request of Grantee.

O.M.SWOPE, County Recorder
By Deputy OMS

I certify that I have correctly transcribed this document in above mentioned book.

I. W. M. SAMPLE

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Surrender of Lease from Harry Wegeforth to the City of San Diego. Being Document No.283643.

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 15th day of June, 1933, by and between THE CITY OF SAN DIEGO, A Municipal Corporation within the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter called "the City," and CONSOLIDATED AIRCRAFT CORPORATION, a private corporation organized and existing under and by virtue of the laws of the State of Delaware, as Lessee, hereinafter called "the Corporation," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the property and appurtenances, rights and privileges, hereinafter set out, in and to and concerning or pertaining to 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 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, said property, rights and privileges being particularly described as follows, to-wit:

FIRST:

PARCEL NO. 1:

Beginning at the point of intersection of the northwesterly line of Palm Street with the Mean High Tide line of the Bay of San Diego as said Mean High Tide Line was established by the Superior Court in that certain action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 77.60 feet to a point on a curve concave to the southwest having a radius of 2137.5 feet the center of which bears south 54° 09' 05" west; thence northwesterly along the arc of said curve an arc distance of 23.16 feet to the point of said curve's beginning; thence northwesterly on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 1419.14 feet to a point on the southwesterly prolongation of the southeasterly line of Sassafras Street; thence N 53° 30' 20" E along the southwesterly prolongation of the southeasterly line of Sassafras Street a distance of 101.65 feet to an intersection with the said Mean High Tide Line of the Bay of San Diego; thence in a southeasterly direction following along the said Mean High Tide Line of the Bay of San Diego to the point or place of beginning; containing 134,400 sq.ft. or 3.0854 acres. (Subject to existing leases which shall not be renewed by the City, the rental therefrom meantime to go to and be retained by the City).

PARCEL NO. 2

Beginning at the point of intersection of the northwesterly line of Sassafras Street with the Mean High Tide Line of the Bay of San Diego as said Mean High Tide Line was established by the Superior Court in that certain action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Sassafras Street a distance of 102.21 feet to a point; thence northwesterly on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 429.97 feet to the point of beginning of a curve concave to the southwest and having a radius of 3650 feet; thence northwesterly along the arc of said curve an arc distance of 562.39 feet to a point on the southwesterly prolongation of the southeasterly line of Vine Street; thence N 43° 43' 30" E along the southwesterly prolongation of the southeasterly line of Vine Street a distance of 64.07 feet to the point of intersection with the said Mean High Tide Line of the Bay of San Diego; thence in a general southeasterly direction following along the said Mean High Tide Line of the Bay of San Diego to the point or place of beginning; containing 94,000 sq. ft. or 2.153 acres. (Subject to existing leases which shall not be renewed by the City, the rental therefrom meantime to go to and be retained by the City).

PARCEL NO. 3:

Beginning at a point on the southwesterly prolongation of the northwesterly line of Quince Street distant 308 feet from the intersection of the southwesterly line of California Street with the northwesterly line of Quince Street; thence northwesterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 220 feet to the true point or place of beginning, said point being the most northerly lease corner of the Ryan School of Aeronautics, Ltd.; thence southwesterly along the northwesterly lease line of

the Ryan School of Aeronautics and its southwesterly prolongation a distance of 177 feet to a point; thence N 81° 30' 50" W a distance of 301.23 feet to a point; thence northwesterly on a line parallel to and distant 698 feet southwesterly from the southwesterly line of California Street a distance of 1629.30 feet; thence N 8° 52' 03" W a distance of 546.45 feet to a point on a curve concave to the southwest having a radius of 3542 feet the center of which bears S 37° 31' 54" W; thence southeasterly along the arc of said curve an arc distance of 986.29 feet to a point which is distant 308 feet southwesterly from the southwesterly line of California Street; thence southeasterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 1352.75 feet to the true point or place of beginning; containing 753,600 sq.ft. or 17.3 acres.

Said above described lands being shown and designated in red outline upon the plat marked Exhibit "A", attached hereto and made a part of this lease.

SECOND:

The full and free, non-exclusive, use, in common with others, of the municipal landing field and airport known as Lindbergh Field as it now exists, or as it may be extended, enlarged or improved; its ramps, runways, taxiways, passage ways, its boundary and flood lights, beacons, ceiling lights, aids, conveniences and other appurtenances as they each now exist, or be later provided, for flying purposes, and as a day and night port, landing field and terminal for aircraft and vehicles; and the City covenants that it will exercise ordinary care to maintain and preserve said landing field and facilities in reasonably safe and adequate condition during the full term of this lease, and any extension thereof.

THIRD:

Subject to all rules and regulations in force applicable to the maintenance and operation of said Lindbergh Field, the full and free access, ingress and egress to and from the leased premises, landing field, radio station, ramps, runways, and the convenient public roads and ways, for its employees, patrons, invitees, vehicles, aircraft, service connections and mobile fueling equipment.

TO HAVE AND TO HOLD the said premises and appurtenances, together with the rights and privileges expressed herein, or necessarily inferred therefrom, unto the said CONSOLIDATED AIRCRAFT CORPORATION, for the period of fifty (50) years, commencing on the 1st day of July, A.D. 1933, and extending to the 30th day of June, A.D. 1983, at and for the rental of One thousand dollars (\$1000.00) per year, payable yearly in advance on or before the first day of each year of said term, the first payment payable on or before the 1st day of July, A.D. 1933.

The City shall at all times forthwith credit the Corporation up to the full amount of its said rental of one thousand dollars per year for all taxes levied or assessed and collected for each and every such year by the State of California, the County, City, or any political sub-division of the State, or by any other tax levying authority, against the leasehold interest or leasehold estate of the Corporation in the premises covered by this lease, and any extension thereof.

In addition to the foregoing provisions, it is hereby agreed that this lease is granted and accepted upon the further terms and conditions following:

(1) That the demised premises shall be used principally for the purpose of manufacturing, repairing, storing, operating and selling aircraft and related products, and for any purposes connected therewith or incident thereto.

(2) That any buildings or structures erected upon the leased premises shall be in accordance with all valid city ordinances and regulations having application thereto, and that the plans therefor shall be, prior to the erection of such buildings or structures, submitted to and approved by the Harbor Commission of said City.

That the Corporation will permit the authorized representatives or officers of the City and of the Harbor Commission of said City to enter upon the premises during the usual business hours for purposes of inspection.

That the Corporation, its agents and employees, will observe and obey such valid rules and regulations as may be promulgated and uniformly enforced by the proper Federal, State and City Officers or departments, to insure the safe, orderly and convenient conduct of aerial operations upon and from the said airport.

(3) That in the use of said Lindbergh Field, as hereinabove provided, the Corporation shall be subject to all reasonable conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 of the ordinances of said City, and ordinances amendatory thereof and supplemental thereto, and likewise to all laws of the United States, State of California, the charter and ordinances of the City of San Diego, applicable to the operation of airports and/or aircraft and/or to the leasing of tide lands by said City.

(4) That said Corporation shall at all times carry fire equipment and apparatus satisfactory to the Harbor Commission.

(5) The Corporation shall indemnify and keep the City harmless from any claims, costs or judgments proximately resulting from its operations and occupancy under the terms hereof; provided, however, that prompt notice of any such claim as may be filed with the City shall be given to the Corporation, and it shall be afforded the timely privilege and option of defending same.

(6) All buildings, structures and improvements placed by the Corporation on said premises, and all equipment installed on said premises by the Corporation, and all field equipment furnished by the Corporation at its expense, shall remain the property of the Corporation, and upon the termination of this lease, said buildings, improvements, structures and equipment shall be removed from said premises by the Corporation, or otherwise disposed of within a reasonable time after termination hereof; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

(7) The Corporation shall, within two (2) years from July 1, A.D. 1933, establish and erect upon the premises hereby leased its main aircraft manufacturing plant now located in the City of Buffalo, State of New York, and shall during the remainder of the term of this lease, and any extension or renewal thereof, maintain and operate the same upon the said leased premises.

If the Corporation shall fail to comply with the requirements of this condition within the said two years from July 1, A.D. 1933, or shall at any time during the term of this lease and any extension or renewal thereof discontinue the use of said premises for the purposes herein contemplated, or shall establish or maintain its main manufacturing plant or operations elsewhere, the City shall have the right, as its sole and exclusive remedy, upon sixty (60) days' written notice, to terminate this lease and all rights and privileges granted hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises; provided, further, that the Corporation shall at any time prior to the expiration of this lease and any extension or renewal thereof, anything to the contrary in this lease notwithstanding, have the right, at its election, to surrender to the City this lease and all of its rights hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises, upon payment to the City of all rentals accrued to the date of such surrender, without any further liability on the part of the Corporation. In event of such surrender, however, the Corporation shall have no claim upon the City for the rebate or return of any amount of rent theretofore paid by it hereunder.

(8) Neither the whole nor any portion of this lease shall be assignable or transferable, nor shall any portion in excess of a total of twenty per cent (20%) of the entire area hereby leased be sublet, without the consent of the Harbor Commission of said City evidenced by resolution duly and regularly adopted by said Commission. Provided, however, that said Harbor Commission shall not refuse or withhold its approval to an assignment or transfer of this lease to an assignee conducting an aircraft manufacturing business similar to that conducted or to be conducted on the leased premises by said Corporation, and whose financial standing and responsibility is at least equal to the present financial standing and responsibility of the Lessee herein.

(9) In event of breach by the Corporation of any of the covenants herein contained, the City may serve notice in writing upon the Corporation that if such breach is not cured within a sixty day period the City may declare this lease at an end, and upon such a declaration by the City of its termination of this lease, the said Corporation shall remove from the said demised premises and have no further right or claim thereto, and the City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said Corporation shall forfeit all rights and claims thereto and thereunder; provided, however, that in the event of a termination of this lease as in this paragraph provided, the Corporation may within such reasonable time as the Harbor Commission may designate, remove all buildings, improvements, structures and equipment and other personal property of the Corporation from the premises herein leased, or otherwise dispose of the same; provided, further, that no such termination shall in any wise relieve the Corporation from the obligation to pay any rentals and charges accrued and unpaid up to the time thereof.

(10) If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tide lands of San Diego Bay lying bayward of the bulkhead line as now established, for navigation, commerce and fisheries, or in any manner become inconsistent with the trusts under which the said tide lands are held from the State of California, the City shall have the right to terminate this lease upon one year's notice and the payment to the Corporation of reasonable compensation, which shall be based upon and limited to compensation for the actual value at the time of the termination of this lease of such buildings, structures and physical improvements placed upon the demised premises by the Corporation, as are authorized or permitted under the terms of this lease, and shall not be held to include or require compensation to be paid in any amount to said Corporation for any damage to or interference with, or loss of business or franchise, occasioned by any such termination.

(11) The City reserves the right to lay and maintain water or sewer pipes across any of the premises occupied or to be occupied by the Corporation hereunder, provided that said Corporation shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(12) Reference is hereby made to all laws as now existing and as hereafter amended or enacted applicable to the leasing of tidelands 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.

(13) Within three (3) months from the time the Corporation shall have begun the construction of its main manufacturing plant upon the leased premises, as provided in paragraph number 7 hereof, the City shall, without expense to the Corporation, build and thereafter maintain, or cause to be built and thereafter maintained, a suitable railroad spur track from the main line of the Santa Fe Railroad to that portion of the leased premises lying on the bay side of Atlantic Street.

(14) Within one (1) year from the time the Corporation shall have established its main manufacturing plant upon the leased premises, as provided in paragraph number 7 hereof, the City shall, without expense to the Corporation, cause Atlantic Street to be paved to a minimum width of forty (40) feet for the entire length of said Atlantic Street, between Harasthy Street and Broadway; provided, however, that that portion of Atlantic Street upon which the leased premises abut shall, without expense to the Corporation, be paved for its entire width from curb to curb.

The City shall also within the same period of time, without expense to the Corporation, cause Palm, Sassafras and Vine Streets to be paved to a width of forty (40) feet, with a sidewalk upon at least one side thereof, between Atlantic Street and Kettner Boulevard.

The streets herein provided to be paved shall be thereafter maintained in good condition by the City.

(15) Within one (1) year from the time the Corporation shall have established its main manufacturing plant upon the leased premises, as provided in paragraph numbered 7 hereof, the City shall, without expense to the Corporation, build and thereafter maintain a seaplane base, with suitable ramp, capable of accommodating a seaplane of 60,000 pounds gross, on the water frontage adjoining Lindbergh Field, for the free, but not exclusive, use of the Corporation, during the full term of this lease, together with any extension thereof.

(16) The City shall gradually improve Lindbergh Field and increase the ground area thereof, in accordance with the official plans and program as the same now exists, for the full and free, non-exclusive use, of the Corporation, in common with others, of the said field, for flying activities during the full term of this lease, together with any extension thereof.

(17) The City shall allow no buildings or flying obstructions to be erected on the field side of the premises herein leased.

It is further understood and agreed, that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the fifty (50) year term hereby granted, the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of fifty (50) years; provided, further, that if the Corporation shall desire and intend to avail itself of the right to such renewal, it shall notify the City in writing thereof at least one (1) year prior to the expiration of the fifty (50) year term of this lease, and not more than five (5) years nor less than two (2) years prior to the expiration of said fifty year term the City shall notify the Corporation in writing of the provisions of this paragraph. The failure of the Corporation to give said notice of renewal shall relieve the City from any obligation to make such renewal, provided the City has itself given the notice to the Corporation herein provided for.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Corporation, Lessee as aforesaid, has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, and this instrument when so executed shall be deemed effective from the date first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO
By RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLIKA
Members of the Harbor Commission
of the City of San Diego.

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

On this 12th day of July, 1933, personally appeared before me the said Members of the Harbor Commission, known to me to be the persons who executed the foregoing instrument and they executed the same, and being duly sworn by me, made oath that the statements in the application are true.

ZOLA E. GARTNER
Notary in and for the State of Calif.

(SEAL)
My Commission Expires,
July 10, 1935.

(SEAL) ATTEST:
R. S. MADISON,
Secretary

CONSOLIDATED AIRCRAFT CORPORATION
By R. H. FLEET
President

STATE OF NEW YORK,)
COUNTY OF ERIE,) ss

On this 15th day of June, A.D. 1933, before me, Irene Bernhardt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. H. Fleet known to me to be the President, and R. S. Madison, known to me to be the Secretary, of Consolidated Aircraft Corporation, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

IRENE BERNHARDT
Notary Public in and for the County of Erie,
State of New York.

(SEAL)
My Commission expires
March, 1935.

I HEREBY APPROVE the form of the foregoing Lease, this 12th day of July, 1933.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney.

I, R. S. Madison, Secretary, of CONSOLIDATED AIRCRAFT CORPORATION, do hereby certify that the following is a true and correct copy of a resolution unanimously adopted at a meeting of the Board of Directors of said Corporation duly called and regularly held at 1807 Elmwood Avenue, Buffalo, New York, on the twenty-ninth day of May, 1933, at which a quorum was present and voted, and that said resolution conforms with the provisions of the by-laws of said Corporation and has not been rescinded or modified:

RESOLVED, that the President of the Corporation be and he hereby is authorized to execute a lease submitted by the City of San Diego, California, covering a factory site of approximately twenty-three (23) acres of land in said City, with such modifications in said lease as are recommended by corporation counsel.

I Further Certify that CONSOLIDATED AIRCRAFT CORPORATION is organized under the laws of the State of Delaware, and that R. H. Fleet and R. S. Madison were duly elected and have qualified as the President and the Secretary respectively of said Corporation, which offices they still hold at this date.

Witness my hand and the seal of the Corporation this 15th day of June, 1933.
(SEAL) R. S. MADISON, Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Consolidated Aircraft Corporation for portion of Lindbergh Field. Being Document No. 283861.

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

By Helen M. Wilby Deputy.

End Book # 7