

LEASES & CONTRACTS - BOOK # 8

UNDERTAKING FOR STREET LIGHTING LOMA PORTAL LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, in the sum of 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 those presents.

Signed by us and dated this 11th day of July, 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 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 specified in Resolution of Intention No. 59823, adopted by the Council March 13, 1933, 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)
COUNTY OF SAN DIEGO) ss

On this 11th day of July, 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 15 day of July, 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. 60345 passed and adopted on the 26th day of June, 1933, 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 CLARK M. FOOTE, JR.,
Deputy.

CONTRACT FOR STREET LIGHTING. LOMA PORTAL LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 17th day of July, 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:

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 including June 28, 1933, to-wit: to and including June 27, 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 Loma Portal Lighting District No. 1", filed March 22nd, 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 Nine Hundred Ten and 41/100 Dollars (\$1910.41) 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 One Thousand Nine Hundred Ten and 41/100 Dollars (\$1910.41) shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$1910.41 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 and agreed 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 Ten and 41/100 Dollars (\$1910.41).

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 L. M. KLAUBER

(SEAL) ATTEST:
J. A. CANNON, Secretary.

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

THE CITY OF SAN DIEGO
By ALBERT W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

I hereby approve the draft of the foregoing Contract, this 15 day of July, 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 for Loma Portal Lighting District No. 1. Being Document No. 283916.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Wellig Deputy.

UNDERTAKING FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO.1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 11th day of July, 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 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

(SEAL) ATTEST:
J. A. CANNON, Secretary

By L. M. KLAUBER

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 11th day of July, 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 15 day of July, 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. 60344 passed and adopted on the 26th day of June, 1933, require and fix the sum of \$714.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of the City of San Diego,
By CLARK M. FOOTE, JR., Deputy

CONTRACT FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO.1

THIS AGREEMENT, made and entered into this 17th day of July, 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 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 including May 15, 1933, to-wit, to and including May 14, 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 Mission Beach Lighting District No. 1", filed March 22, 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 Thousand One Hundred Seventy and 56/100 Dollars (\$2170.56) 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 "Mission Beach 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 Five Hundred Forty-two and 64/100 Dollars (\$542.64), 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 Two Thousand One Hundred Seventy and 56/100 Dollars (\$2170.56) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund".

It is further mutually agreed that the sum of \$2713.20 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 One Hundred Seventy and 56/100 Dollars (\$2170.56).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Five Hundred Forty-two and 64/100 Dollars (\$542.64), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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

THE CITY OF SAN DIEGO
By ALBERT W. BENNETT
LeROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council

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

I hereby approve the draft of the foregoing Contract, this 15 day of July, 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 for Mission Beach Lighting District No. 1. Being Document No. 283917.
ALLEN H. WRIGHT

City Clerk of the City of San Diego, California
By Helen M. Walling Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 20th day of July, 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 STANDARD DREDGING 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 inviting bids which are bound herewith, and

WHEREAS, said bids were opened in the office of the City Clerk of the City of San Diego; on July 10th, 1933, at the hour of 10:00 A.M. o'clock, all bids received pursuant to such notice, including the bid of said STANDARD DREDGING CO., 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 17th day of July, 1933 at the hour of 11:00 A.M. o'clock a contract was awarded to said STANDARD DREDGING CO., for the dredging of the Alexander Shoal and the depositing of the dredged material from said Shoal on a designated portion of the Municipal tidelands, 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 dredge the Alexander Shoal and to deposit the dredged material therefrom, as required by and in accordance with the plans, and specifications therefor and to accept as full compensation therefor the sum of Thirteen and eighty nine one hundreds cents (\$0.1389) per cubic yard as measured in cut.

It is further understood and agreed as follows:

1. The Notice inviting bids, Instructions to Bidders, Proposal, Specifications and 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 thirty (30) calendar days after the signing of this agreement by the City of San Diego and shall complete said work within two hundred ten (210) working 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 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, excepting therefrom such extension of time, if any, that the Engineer may grant, 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, or by the meeting of unexpectedly difficult material, 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 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 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 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 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 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 5:00 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 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 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 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 or 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 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

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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 said Contractor shall forfeit as a penalty to said 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:

Large Dredge 20" or over		Small dredge under 20"	
Craft or Type	Wage		Wage
Levermen	\$6.75		\$6.00
Launchmen	5.50		5.00
Operators	5.50		5.00
Blacksmith	5.00		5.00
Mates	5.50		5.00
Welders	5.00		5.00
Deckhands	4.20		4.20
Levee Men	4.20		4.20
Electricians	8.00		8.00
Laborers	4.20		4.20

Any classifications omitted herein not less than \$4.20

For overtime work, in excess of eight (8) hours in any one calendar day, 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 KLIKA

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

Party of the First Part.

STANDARD DREDGING CO.

By C. F. GUTHRIDGE, V. Pres.

Party of the second part.

(SEAL) ATTEST:

GEO. S. LANERI, Ass't. Sec'y.

I hereby approve the form of the foregoing Contract this 19th day of July, 1933.

C. L. BYERS, City Attorney

By H.B.DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Harbor Commission of the City of San Diego, California, this 20th day of July, 1933.

RUFUS CHOATE

R. H. VAN DEMAN

EMIL KLIKA

Members of the Harbor Commission.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that STANDARD DREDGING 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, materials, 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 FORTY TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00), 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 13TH DAY OF JULY, 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 STANDARD DREDGING 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 dredge the Alexander Shoal and to deposit the materials therefrom, 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 STANDARD DREDGING CO., FOR SUCH LABOR, MATERIALS, EQUIPMENT, 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, equipment, 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 up on this bond, and may recover in such action or actions, the value of such labor done or materials, equipment, 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.

STANDARD DREDGING CO. Principal
By C. N. GUTHRIDGE
Vice-President

(SEAL) ATTEST:
GEO. S. LANERI, Asst. Secretary.

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

(SEAL)

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

On this 13th day of July, 1933, 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 19th day of July, 1933.

C. L. BYERS, City Attorney
By H.B.DANIEL, Deputy City Attorney.

KNOW ALL MEN BY THESE PRESENTS, That STANDARD DREDGING 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 TWENTY ONE THOUSAND AND NO/100 (\$21,000.00) 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 13th day of July, 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 dredge the Alexander Shoal and to deposit the material therefrom 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:
GEO. S. LANERI, Asst. Secretary

STANDARD DREDGING CO. Principal
By C. N. GUTHRIDGE, Vice-President

MARYLAND CASUALTY COMPANY
By F. F. EDELEN
Its Attorney-in-Fact

(SEAL)

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

On this 13th day of July, 1933, 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.

Approved by a majority of the members of the Harbor Commission of the City of San Diego, California, this 20th day of July, 1933.

RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Standard Dredging Co and the City of San Diego through the Harbor Commission of said City. Being Document No. 283991.

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

By Helen M. Willig Deputy.

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That we, UNION-TRIBUNE PUBLISHING CO., of the City 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 jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand and no/100 Dollars (\$1000.00), lawful money of the United States of America, to be paid to said 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 26th day of July, A.D. 1933.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal on the 26th day of July, 1933, 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 August, 1933, and ending on the 31st day of July, 1935, in their daily newspaper, which is called THE SAN DIEGO UNION, in accordance with and at the contract price set forth in the said annexed contract.

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

IN WITNESS WHEREOF, The said principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

UNION-TRIBUNE PUBLISHING CO.
Principal

By A. K. WHYTE
Publisher

(SEAL) ATTEST:
L. C. RIDOUT
Asst. Secty.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, Surety
By DONALD B. GOLDSMITH
Attorney

(SEAL) ATTEST:
B. C. FOTLAND

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

On this 26th day of July in the year One Thousand Nine Hundred and Thirty-three before me, Helen 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,
March 12, 1934.

I hereby approve the form of the within Bond, this 26 day of July, 1933.
C. L. BYERS, City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 26th day of July, 1933.

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

A. W. BENNETT
L. E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council

THIS AGREEMENT, made and entered into this 26th day of July, A.D. 1933, by and between THE UNION-TRIBUNE 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, 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 August, 1933, and ending with the 31st day of July, 1935, in its daily newspaper, which is called THE SAN DIEGO UNION, for the following prices:

- / For each column inch, set solid, at least twelve ems wide, more than ten times, - nine cents (9¢) each insertion.
- / For each column inch, set solid, at least twelve ems wide, one time, - twenty-four cents (24¢) each insertion.
- / For each column inch, set solid, at least twelve ems wide, two times, - twenty-two cents (22¢) each insertion.
- / For each column inch, set solid, at least twelve ems wide, five times, - nineteen cents (19¢) each insertion.
- / For each column inch, set solid, at least twelve ems wide, ten times, - seventeen cents (17¢) each insertion.

Measurements to be figures 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 agrees to furnish to any department head of the City submitting copy for any official advertisement galley proofs, and such supplemental revised proofs as may be found necessary. The cost of messenger service in connection with the submission of copy and the furnishing and returning of proofs shall be borne by the said Company.

Said Company shall also furnish to said City affidavits of publication of any 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 also agrees, upon request from the City Clerk to furnish, without charge, twenty-five (25) or more copies, but not to exceed one hundred (100) copies of any ordinance which may be published under this contract, said copies to be on sheets of good paper, better than newspaper, approximately 6 by 9 inches in size.

Said Company shall 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 Union, to serve the departments interested, for clipping copies of official notices.

The official advertising hereunder shall be in accordance with Section 113 of the City Charter of the City of San Diego.

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 August, 1933, to and including the 31st day of July, 1935.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1935, 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 publisher, and the execution thereof to be attested by its Asst. Secty., thereunto duly authorized, and these presents are hereunto subscribed by a majority of the members of the Council of said City, in pursuance of the authorization of Resolution No. 60507, this 26th day of July, 1933.

THE UNION-TRIBUNE PUBLISHING CO.
By A. K. WHYTE
Publisher

(SEAL) ATTEST:
L. C. RIDOUT, Asst. Secty.

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

On this 26th day of July, 1933, before me, K. K. Salsberry, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A. K. Whyte known to me to be the Publisher, and L. C. Ridout, known to me to be the 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.

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.

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

(SEAL)
My Commission Expires,
Feb. 21, 1935.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
L. E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council

I hereby approve the form of the foregoing contract, this 21st day of July, 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 Contract with The Union-Tribune Publishing Co. for official advertising. Being Document No. 284128.

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

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 15th day of July, 1933, between the BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation acting by and through the Public Health Director of said City, under the authority vested in said Public Health Director by the provisions of Section 60 of the Charter of said City, party of the second part, WITNESSETH:

THAT WHEREAS, adequate inspection of all meat offered for sale and sold within the County of San Diego and the City of San Diego is necessary to insure and safeguard the Public health of the City of San Diego and the County of San Diego and the inhabitants thereof; and

WHEREAS, such meat inspection service can be more efficiently and economically performed for both the said County and City by combining the same in one service; NOW, THEREFORE,

In consideration of the premises and of the matters and things hereinafter recited, it is agreed as follows:

That said party of the first part will provide through its Health Department for the City of San Diego a meat inspection service to be performed by a regularly certified meat inspector who shall be a qualified Veterinarian, approved by the State Department of Agriculture for the position of meat inspector, and who shall give adequate meat inspection service to all regularly licensed abattoirs operating under a permit from the State Department of Agriculture and the Health Department of the City of San Diego, and in addition thereto shall inspect all veal slaughtered for market at such places as shall be designated by the Supervising Meat Inspector of the Bureau of Animal Industry, State Department of Agriculture, or by the local Health Officer.

That the inspector rendering such inspection service shall be authorized to enforce all local ordinances and state laws and rules and regulations of the Department of Agriculture, Bureau of Animal Industry, State of California, regulating the slaughter, preparation and sale of meat for human consumption.

The party of the second part, in consideration of the rendition of said meat inspection service by the party of the first part, hereby agrees that it will pay to the Health Department of the County of San Diego, regularly, and in full for all aforesaid meat inspection service, the sum of one hundred dollars (\$100.00) for each month during the continuance thereof, the same to be paid by warrant drawn upon the Treasurer of the City of San Diego on the first Monday of each calendar month during the term of this contract, which shall be from the date of the execution hereof until June 30, 1934.

It is further hereby stipulated and agreed that either party to the contract may have the right of abrogating the contract by giving thirty (30) days' notice to the other party to said contract.

IN WITNESS WHEREOF, the party of the first part has caused this agreement to be executed by a majority of the members of the Board of Supervisors, and the party of the second party by and through its Public Health Director has executed this agreement, the day and year first hereinabove written.

COUNTY OF SAN DIEGO

By TOM HURLEY

T. LeROY RICHARDS

EDGAR F. HASTINGS

S. P. McMULLEN

RAY TRUSSELL

THE CITY OF SAN DIEGO

By ALEX M. LESEM, M. D.

Public Health Director

APPROVED: F. M. LOCKWOOD
City Manager.

I hereby approve the form of the foregoing Agreement, this 17 day of July, 1933.
C. L. BYERS, City Attorney

CERTIFICATE OF AUDITOR AND COMPTROLLER.

I HEREBY CERTIFY that the money required for the appropriation made and/or indebtedness and/or obligation incurred by reason of the provisions of the foregoing contract, is in the Treasury, and that it is otherwise unencumbered.
Dated this 15 day of July, 1933.

G. F. WATERBURY

Auditor and Comptroller of the City of San Diego, California.

APPROVED AS TO FORM
THOMAS WHELAN, District Attorney
By F. T. DUNN, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between Director of Public Health & Board of Supervisors for meat inspection. Being Document No. 284159.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By: Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 31st day of July, 1933, by and between the City of San Diego, a municipal corporation, acting by and through the Director of Public Health of said City, under the authority vested in said Director of Public Health by the provisions of Section 60 of the Charter of said City, and the San Diego Humane Society for the Prevention of Cruelty to Children and Animals, a non-profit corporation, hereinafter called the Society, organized under and by virtue of the laws of the State of California, WITNESSETH:

I.

That said Society is hereby required to maintain and operate the City Pounds and to enforce the provisions relative thereto according to and in compliance with the regulations prescribed in the City Pound Ordinance of the City of San Diego.

II.

That said Society agrees to provide their own shelter, food, transportation, employees and other incidentals necessary to the carrying out of said ordinance and amendments thereto. Such shelter shall be open daily (legal holidays and Sundays excepted) from 8:00 o'clock A.M. to 5:00 o'clock P.M.; provided, however, that emergency cases of sick and injured animals may be admitted to the shelter at any reasonable hour of the day on any day of the year.

III.

The duly authorized representatives of the said Society so engaged in work under the provisions of the Pound Ordinance of the City of San Diego shall comply with the qualifications relative to appointment. Such representatives shall be given and shall perform such duties as are prescribed by said Pound Ordinance.

IV.

That nothing inferred or implied in this contract shall prevent the Society from engaging in and financing other humane work not mentioned in this contract.

V.

For and in consideration of the performance of the obligations imposed upon the Society by this contract, The City of San Diego hereby agrees to turn over to said Society the enclosed Ford animal ambulance now used by the Pound Master, and, in eleven (11) monthly installments, the sum of Forty-five Hundred Dollars (\$4500.00) less the operating expenses of the City Pound for the month of July, 1933, as allowed in the Annual Appropriation Ordinance of said City. Said installments shall be paid by warrant drawn upon the treasury of the City of San Diego on the last day of, and for, each calendar month during the term of this contract.

VI.

This agreement shall continue in force from and after its execution to and including June 30, 1934. This agreement may be abrogated by the Director of Public Health of said City by giving thirty (30) days notice to the Society of the election of said Director of Public Health so to do. In the event that a cancellation of this contract is effective, then and in that event, the Society shall receive for its compensation a pro-rata portion of the sum payable under this agreement. Said pro-rata portion shall be that proportion of the time which the Society operates under this agreement bears to the total time of the contemplated existence of this agreement.

IN WITNESS WHEREOF, The City of San Diego, by and through its Director of Public Health, has executed this agreement, and the Society, by and through the President and Secretary of its organization, has caused this agreement to be executed the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By ALEX M. LESEM, M. D.
Director of Public Health

(SEAL)
Approved:
F. M. LOCKWOOD,
City Manager.

SAN DIEGO HUMANE SOCIETY
FOR THE PREVENTION OF CRUELTY
TO CHILDREN AND ANIMALS
By D. D. WRAY, President

(SEAL) ATTEST:
ELEANOR L. HARLOW, Secretary.

I hereby approve the form of the foregoing agreement this 31st day of July, 1933.
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 San Diego Humane Society for Operation of City Pound. Being Document No. 284275.

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

UNDERTAKING FOR STREET LIGHTING
KENSINGTON MANOR LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTY-SEVEN DOLLARS (\$37.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of July, 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 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 boundaryline of the City of San Diego, 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:
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,)
COUNTY OF SAN DIEGO,) ss

On this 25th day of July, 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.

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 7th day of August, 1933.

C. L. BYERS, City Attorney

By HARRY S. CLARK, Deputy City Attorney

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 60412 passed and adopted on the 10th day of July, 1933, require and fix the sum of \$37.00 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

THIS AGREEMENT, made and entered into this 7th day of August, 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:

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 including July 1, 1933, to-wit, to and including June 30, 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 Kensington Manor Lighting District #1", filed April 21, 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 Hundred Twenty-six and 88/100 Dollars (\$126.88) 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 "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 and no part or portion of said sum of One Hundred Twenty-six and 88/100 Dollars (\$126.88) shall be paid out of any other fund than said special fund designated as "Kensington Manor Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$126.88 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 Hundred Twenty-six and 88/100 Dollars (\$126.88).

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, 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 A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
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 7th day of August, 1933.

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 S.D. Cons. G & E Co., for Kensington Manor Lighting District No. 1. Being Document No. 284281.

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

L E A S E

September

THIS AGREEMENT made and entered into this 5th day of August, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation, or the County of San Diego, State of California, hereinafter designated as the "City", and NATE BARNET, hereinafter designated as the "Lessee"; WITNESSETH:

That pursuant to and under the authority of the provisions of Resolution No. 60569, passed and adopted by the Council the Council the 14th day of August, 1933, said City does by these presents lease, demise and let unto the said lessee, for a term of three years beginning on the 1st day of September, 1933, the following described property situate in the City of San Diego, State of California, to be operated by said lessee as concessions, to-wit:

1. The lunch room in Balboa Park, including the use of all fixtures and equipment now located therein;
2. Space for the erection of a stand in that part of Balboa Park known as the "Pepper Grove";
3. Space for the erection of a stand in that part of Balboa Park known as the "Horseshoe Pitching Grounds";
4. Space for the erection of a stand in that part of Balboa Park known as the "Street Car Entrance".

The location of all space, and stands to be erected thereon, shall be subject to the approval of the Park Department of said City.

Lessee agrees to pay as rental for said premises the following sums:

For the lunch room, the sum of ----- \$1,600.00 per year

For the space in the Pepper Grove, the sum of ----- \$ 100.00 " "

For the space in the horseshoe pitching grounds,
the sum of ----- \$ 100.00 " "

For the space in the Street Car entrance, the sum of ----- \$ 200.00 " "

all payable monthly in advance, upon the 1st day of each and every month, beginning with the 1st day of September, 1933.

It is agreed by lessee that he will use and operate said premises in accordance with the specifications attached hereto and made a part hereof, and that although said specifications use the word "bidder", it is agreed that said work, and all references to it, shall refer to and apply to him as lessee herein, and that he agrees to abide by all the rules, regulations and provisions therein contained which can or may be applicable to the use and operation of said premises as the lessee thereof.

Lessee agrees that upon the execution of this agreement he will advance to the City the sum of one month's rent in addition to the first month's rent hereinbefore referred to, said advance payment being considered by the parties hereto as payment in advance for the last month's rent and shall be retained by the City in the event lessee defaults in any of the provisions of said lease; and it is agreed by the parties hereto that in any event such advance shall not bear interest.

Lessee agrees to operate said concessions in accordance with all the rules and regulations of both the Health Department and the Park Department of said City, and that he will keep said concessions open and accessible to the public from the hours of 9:00 o'clock A. M. to 6:00 o'clock P. M., and open such evenings in addition thereto when concerts, dances and other affairs or entertainments are held in Balboa Park.

Lessee further agrees to furnish the City with a labor and materialmen's bond in an amount not less than One Thousand Dollars (\$1000.00), conditioned upon the payment by said contractor of all labor, materials and supplies furnished in the construction of any of the stands, structures, lunch rooms and/or improvements and repairs thereto, contracted to be done and/or accomplished under and pursuant to the terms of this contract.

Lessee further agrees, at his own expense, to furnish to the City a policy of insurance, written and issued by an insurance corporation authorized to do business in the State of California, insuring and agreeing to indemnify and save harmless The City of San Diego, during the period covered by this lease, from any and all damages, actions, or causes of action arising from the injury to any person or persons on or about the premises covered by this lease; the liability of the insurance carrier under said policy to be limited to the sum of Five Thousand and no/100 dollars (\$5000.00) for injury sustained by any one person, and to the sum of Ten Thousand and no/100 dollars (\$10,000.00) for injuries sustained in any one accident.

Said Lessee further agrees that no public dances shall ever be permitted upon any of the premises hereby leased.

Lessee further agrees that he will never serve or permit to be served, or sell or permit to be sold, on the premises herein leased, during the term of this lease, any beverage as defined by Ordinance No. 203 of The City of San Diego, or any intoxicating liquor.

Lessee further agrees that in the operation and maintenance of said concessions

he will, whenever possible, purchase his supplies and materials in San Diego, and that he will employ only citizens thereof.

Lessee further covenants and agrees to and with the City that he will not assign this lease or any interest therein without first having obtained the written consent of said City.

Said lessee agrees that on the last day of said term or other sooner termination of this lease the said lessee 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.

It is further agreed by and between the parties hereto that in case of a violation of any of the terms and conditions of this lease by the lessee, the City may either terminate this lease by notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for his account, and that said termination, or re-entry, or taking possession, may be accomplished by the City with or without process of law.

It is further covenanted and agreed by and between the parties hereto, in case it shall be necessary for the lessor to serve the lessee with written notice for any purpose under this lease, that such notice may at the option of said City be sent by mail, postage prepaid, addressed to said lessee in care of the Lunch Room, Balboa Park, in said City.

It is mutually understood and agreed by and between the parties hereto that the various rights and remedies herein contained and reserved to the lessor shall not be considered as exclusive of any other right or remedy, but the same shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing in law, in equity, or by statute. No delay or omission of the lessor to exercise any right or power arising from any omission, neglect or default of the lessee shall impair any such right or power, or shall be construed as a waiver of any such default or any acquiescence therein. No waiver of the breach of any of the covenants of this lease shall be construed or held to be a waiver of any other breach or waiver or acquiescence in or consent to any further or succeeding breach of the same covenant.

It is understood and agreed by the parties hereto that the Lessee will use said space in Balboa Park for which permission is hereby given as aforesaid, for the operation of concessions only and without interruption to the public in its use of said park, and that said permission is hereby given, subject to all the provisions of the Charter of said City and/or the general laws thereunto appertaining; and it is mutually agreed that in no case when and if said permission or lease is unauthorized by the Charter and/or the general laws as aforesaid, shall said City or any department, board or officer be liable to said Lessee by reason of this agreement and/or permission herein granted as aforesaid.

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 said execution, and said Lessee has hereunto affixed his hand and seal 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.
A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council - Lessor
NATE BARNET - Lessee

I hereby approve the form of the foregoing lease this 18th day of August, 1933.
C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy.

SPECIFICATIONS

Operating the concession in Balboa Park now known as the Lunch Room, under the following conditions:

All items of stock, exclusive of equipment to be taken over by the contractor at cost price, invoices will be shown to the successful bidder for comparison.

The quality of food or soft drinks to be sold must be at least equal to that now being served in the lunch room by the Park Department and must be at all times subject to regulations of the Health Department.

The entire space must be kept in a neat, sanitary, orderly manner at all times, subject to the approval and regulations of both the Health Department and the Park Department of the City of San Diego. No nuts contained within shells such as peanuts shall be sold. The prices charged shall be the standard prices charged by concessions or at fountains through the City for a like commodity.

The contractor will have the option of rearranging the interior subject to the approval of the Park Superintendent. All painting or other changes necessary on the interior of this concession shall be done by the successful contractor, and in his bid he shall stipulate what changes in detail he intends to make for such a concession. The successful bidder may, if he so desires, close one of the doors in the front of the lunch room and use it as a stand for selling goods to passers-by who do not desire to go into the lunch room.

The successful bidder may also erect a stand acceptable to the Park Department in that section of the Park known as the Pepper Grove. In addition the successful bidder may also erect an acceptable stand in that section of the park at Eighth Avenue and Date Street known as the Horseshoe Pitching Grounds. All grounds, stands and lunch rooms maintained by the successful bidder shall be kept in a clean, sanitary manner, subject to regulations of the Park Department. If it is planned to erect a small concession stand at the Pepper Grove connections must be made with the sewer line in accordance with regulations of the City.

Bids may be submitted for either or both of the following methods:

First, on a percentage of the gross receipts of all three stands.

Second, on a monthly rental basis, separate quotation on the rental basis to be submitted for each of the three stands mentioned, i. e., the lunch room, Pepper Grove, and Horseshoe Pitching Grounds.

Bidders will advise of the hours they intend to open and close each of the separate concessions.

Bidders shall submit in detail their bids at least three business references and three character references, and shall cite all of their experience which in their opinion would warrant their being awarded such a concession. They shall also advise in detail just what improvements they plan to put in.

All equipment now used at the lunch room may be used by the successful contractor, an inventory of this equipment being taken which upon the termination of the lease

shall be returned to the City in as good condition as taken over by them, less ordinary wear and tear. Figures may be based on either a three-year or five-year lease.

The successful bidder will be required to furnish an affidavit showing the name of the insurance company wherein he carries compensation insurance covering his help.

The successful bidder will also be required to furnish the City with a cash bond equal to one month's rental if awarded on a rental basis, or equal to an estimate on one month's revenue if awarded on a percentage basis. This cash bond will be considered as a deposit on which no interest will be allowed.

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, NATE BARNET, San Diego, California, (hereinafter called Principal), and OCCIDENTAL INDEMNITY COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California (hereinafter called Surety), as Surety, are held and firmly bound unto CITY OF SAN DIEGO, CALIFORNIA, a Municipal Corporation, (hereinafter called Oblige) in the just and full sum of ONE THOUSAND (\$1000.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS of this obligation are such that, WHEREAS, on or about the 5th day of August, 1933, Nate Barnett, as Lessee, and the City of San Diego, a Municipal Corporation of the County of San Diego, State of California, as Lessor, entered into a Lease Agreement pursuant to and under the authority of the provisions of Resolution No. 60669, passed and adopted by the Council the 14th day of August, 1933, and

WHEREAS, under the provisions of said Lease Agreement, the Lessee may erect stands, and perform improvements at the space or premises leased, and

WHEREAS, the Lessee agrees to furnish the City of San Diego with a Labor and Materialmen's bond in an amount not less than One Thousand (\$1000.00) Dollars, conditioned upon the payment of all labor, materials and supplies furnished in the construction of any stands, structures, lunchrooms and/or improvements and repairs thereto contracted to be done and/or accomplished under and pursuant to the terms of this contract.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal hereunder shall pay or cause to be paid all bills for labor, materials and supplies furnished in the construction of any stands, structures lunchrooms and/or improvements and repairs thereto, contracted to be done or accomplished under and pursuant to the terms of the Lease Agreement above referred to, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER -

1. That if no claim under this bond shall have been filed with the Company in the manner hereinabove provided prior to August 31, 1934, all liability hereunder shall terminate.

2. That in the event of any default on the part of the Principal, written notice thereof shall be delivered to the Surety by registered mail at its Head Office at San Francisco, California, promptly and in any event within ten (10) days after the Oblige shall faithfully perform all or the terms covenants and conditions of said contract on the part of the Oblige contracted to be performed.

3. That the Surety shall not be liable for any damages resulting from strikes or labor difficulties, or from mobs, riots, civil commotion, public enemy, fire, the elements, shifting of elements, acts of God, or defect or fault in the plans or specifications referred to, or for repair, or reconstruction of any work or materials damaged or destroyed by any of said causes; nor for damages arising out of injuries to persons or property or for the death of any person or persons, or under or by virtue of any statutory provision for damages or compensation for injury or the death of any employee, nor for the infringement or validity of any patent; nor for the efficiency or wearing qualities of any work done or materials furnished or the maintenance thereof or repairs thereto; nor for the furnishing of any bond or obligation other than this instrument; nor for damages caused by delay in completing the work, except such damages provided for in said Agreement which have actually been sustained and proved, liability hereunder for such damages however shall not exceed ten per centum of the penalty of this bond.

SIGNED, sealed and dated this 31st day of August, 1933.

NATE BARNET

(SEAL)

OCCIDENTAL INDEMNITY COMPANY
By HUGO H. METHMANN
Attorney-in-Fact.

STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)

On this 31st day of August in the year one thousand nine hundred and thirty three before me, H. M. Dellenbaugh, a Notary Public in and for said Los Angeles County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared Hugo H. Methmann known to me to be the Attorney in Fact of OCCIDENTAL INDEMNITY COMPANY the company 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 company, and he duly acknowledged to me that such company 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)

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

My Commission expires
September 23, 1933.

I hereby approve the form of the within Bond, this 1 day of Sept., 1933.

C. L. BYERS, City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of September, 1933.

(SEAL) ATTEST:

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

JOHN F. FORWARD, JR.
WAYNE A. HOOD
LEROY E. GOODBODY
A. W. BENNETT
CHAS. E. ANDERSON
HARRY WARBURTON
DAN ROSSI
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease and Bond, with Nate Barnet, being Documents Nos. 284657 and 284658 respectively.

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 1st day of June 1943, 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 sometimes called the City, and SAN DIEGO PLANING MILL, a corporation, as Lessee, hereinafter sometimes called the Corporation, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let 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 tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to The City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; the lands hereby leased being more particularly described as follows, to-wit:

PARCEL #1

Commencing at a point on the U. S. Bulkhead Line, as established in 1912, said point being distant 3735.42 feet and bearing south 50° 50' east from Station 109 of said Bulkhead Line; thence north 70° 50' east 596.87 feet to the true point of beginning; thence continuing north 70° 50' east 329.81 feet to a point; thence south 70° 50' west 355.01 feet to a point; thence north 50° 50' west 187.97 feet to the true point of beginning, containing an area of 54,482 square feet.

PARCEL #2

Beginning at a point on the U. S. Bulkhead Line as established in 1912, said point being distant 3735.42 feet and bearing south 50° 50' east from Station 109 of said Bulkhead Line; thence North 70° 50' east a distance of 926.68 feet to a point; thence north 56° 55' west a distance of 3.76 feet to a point; thence north 33° 05' east a distance of 100 feet to a point; thence south 56° 55' east a distance of 56 feet to the true point or place of beginning; thence continuing south 56° 55' east a distance of 89 feet to a point; thence north 33° 05' east a distance of 60 feet to a point; thence north 56° 55' west a distance of 89 feet to a point; thence south 33° 05' west a distance of 60 feet to the true point or place of beginning, containing an area of 5340 square feet. Parcel being a strip of land 60 feet in width lying between the southwesterly boundary line of the Atchison, Topeka & Santa Fe Railroad Company's right of way and the proposed northeasterly line of Belt Street.

Said above described lands being shown and designated as the portions shaded 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 and each and every part thereof unto the said lessee for a period of fifteen (15) years beginning at the date of the execution of this lease, and ending on the 1st day of June, 1947, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, commencing on the date of the execution of this lease, the sum of one cent (1¢) per square foot per year;

For the second five-year portion of said term, the sum of one and one-half cents (1-1/2¢) per square foot per year; and

For the third and final five-year portion of said term, the sum of two cents (2¢) per square foot per year;

All rentals hereunder shall be due and payable monthly in advance upon 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 Harbor Commission evidenced by resolution duly and regularly passed and adopted.

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 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 for the erection and operation of a planing mill, sash and door factory, and general sale and storage of lumber and building materials.

(2) That said lessee shall at the expiration or termination of this lease have the right, and shall be required, to remove all improvements placed upon said premises by it.

(3) That all plans for buildings 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) It is expressly understood and agreed by said lessee that the Council of said City 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 Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out of the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor.

(5) That the business of said lessee to be conducted upon said premises shall be that of a planing mill, sash and door factory, and the general sale and storage of lumber and building materials.

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

(7) In the event that the lessee shall fail to establish and maintain the business above provided for upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, 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 hereunder; and said lessee in accepting this lease hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinabove mentioned.

(8) 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.

It is further expressly understood and agreed that so long as certain parcels of the tidelands adjacent to the premises herein leased, which said portions are herein after more particularly described, remain available for leasing, the same may upon application by the lessee in writing to the Harbor Commission be included within and added to the premises hereby leased, at the same rate per square foot for the increased area as the lessee is required to pay for the premises included herein. In this connection the City agrees that it will give to the lessee the opportunity to take over any one or all of the following described parcels as hereinabove provided before leasing the same to other parties. Said parcels of land are described as follows:

PARCEL #1

Beginning at a point on the U. S. Bulkhead Line, as established in 1912, said point being distant 3735.42 feet and bearing south 50° 50' east from Station 109 of said Bulkhead Line; thence north 70° 50' east a distance of 926.68 feet to a point; thence south 56° 55' east a distance of 202.34 feet to the true point of beginning; thence south 56° 55' east a distance of 21.04 feet to a point of curve concave to the southwest having a 30 foot radius, the center of which bears south 33° 05' west; thence southeasterly along the arc of said curve an arc distance of 6689 feet to a point; thence south 70° 50' west normal to said curve a distance of 304.05 feet to a point; thence north 50° 50' west a distance of 76.38 feet to a point; thence north 70° 50' east a distance of 355.01 feet to the true point of beginning, containing 22,574 square feet.

PORTION - PARCEL #2

Beginning at a point on the U. S. Bulkhead Line as established in 1912, said point being distant 3735.42 feet and bearing south 50° 50' east from Station 109 of said Bulkhead Line; thence north 70° 50' east a distance of 926.68 feet to a point; thence north 56° 55' west a distance of 3.76 feet to a point; thence north 33° 05' east a distance of 100 feet to a point; thence south 56° 55' east a distance of 145 feet to the true point of beginning; thence north 33° 05' east a distance of 60 feet to a point; thence south 56° 55' east a distance of 125 feet to a point; thence south 33° 05' west a distance of 60 feet to a point; thence north 56° 55' west a distance of 125 feet to the true point or place of beginning, containing 7500 square feet. Parcel being a strip of land 60 feet in width lying between the southwesterly boundary line of the Atchison, Topeka & Santa Fe Railroad Company's right of way and the proposed northeasterly line of Belt Street.

PORTION - PARCEL #2

Beginning at a point on the U. S. Bulkhead Line, as established in 1912, said point being distant 3735.42 feet and bearing south 50° 50' east from Station 109 of said Bulkhead Line; thence north 70° 50' east a distance of 926.68 feet to a point; thence north 56° 55' west a distance of 926.68 feet to a point; thence north 56° 55' west a distance of 3.76 feet to a point; thence north 33° 05' east a distance of 100 feet to the true point of beginning; thence south 56° 55' east a distance of 56 feet to a point; thence north 33° 05' east a distance of 60 feet to a point; thence north 56° 55' west a distance of 56 feet to a point; thence south 33° 05' west a distance of 60 feet to the true point or place of beginning, containing 3360 square feet.

Said above described parcels being indicated by blue hatching upon the plat marked Exhibit "A", attached hereto and made a part of this lease.

It is further understood and agreed that the execution of this lease and the acceptance hereof by the lessee is intended to and shall operate as an immediate termination of those two certain leases between The City of San Diego and San Diego Planing Mill, bearing dates of the 15th day of May, 1927, on file in the office of the City Clerk of said City as Document No. 211951, and of the 13th day of June, 1929, on file in the office of said City Clerk as Document No. 276231; and that all rights of the lessee in or under each of said last mentioned leases and in the estates and terms therein granted, shall forthwith terminate.

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.

This instrument is executed in duplicate, both of which shall be deemed originals, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

(SEAL)

THE CITY OF SAN DIEGO, Lessor
By RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission of
The City of San Diego

SAN DIEGO PLANING MILL, Lessee
By Wm. JAMESON

I hereby approve the form of the foregoing Lease this 1st day of July, 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 Tideland Lease, with San Diego Planing Mill, being Document No. 284636.

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

UNDERTAKING FOR STREET LIGHTING
SAN DIEGO LIGHTING DISTRICT
NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TEN THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS (\$10,945.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of September, 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 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, in said City, within the limits and as particularly described in Resolution of Intention No. 60016, adopted by the Council April 24, 1933, 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:
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 September, 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 15 day of Septl, 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. 60609 passed and adopted on the 28th day of August, 1933, require and fix the sum of \$10,945.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
SAN DIEGO LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 18th day of September, 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:

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;

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;
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 including July 1, 1933, to and including June 30, 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 San Diego Lighting District No. 1", filed May 1, 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 Forty-one Thousand Five Hundred Eighty-seven and 92/100 Dollars (\$41,587.92) 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-one Thousand Five Hundred Eighty-seven and 92/100 Dollars (\$41,587.92) 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 Forty-one Thousand Five Hundred Eighty-seven and 92/100 Dollars (\$41,587.92) 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-one Thousand Five Hundred Eighty-seven and 92/100 Dollars (\$41,587.92).

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 FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
 By JOHN F. FORWARD, JR.
 A. W. BENNETT
 LEROY E. GOODBODY
 WAYNE A. HOOD
 HARRY WARBURTON
 CHAS E. ANDERSON
 Members of the Council

I hereby approve the draft of the foregoing Contract, this 15 day of Sept., 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 Co. for San Diego Lighting District No. 1 - being Document No. 284880.

ALLEN H. WRIGHT
 City Clerk of The City of San Diego, California
 By *August M. Skadstrom* 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 SEVENTEEN DOLLARS (\$317.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of September, 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; 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

ATTEST: A. P. MULLER Resident Assistant Secretary
 STATE OF CALIFORNIA,) ss.
 COUNTY OF SAN DIEGO.)

THE AETNA CASUALTY AND SURETY COMPANY, Surety
 By PAUL WOLCOTT, Resident Vice-President. (SEAL)

On this 12th day of September, 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 15 day of Sept., 1933.

C. L. BYERS, City Attorney
 By GILMORE TILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 60613 passed and adopted on the 28th day of August, 1933, require and fix the sum of \$317.00 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 18th day of September, 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;
 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, 1933, to and including August 13, 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 Ocean Beach Lighting District No. 1", filed May 31, 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 Two Hundred Three and 50/100 Dollars (\$1203.50) 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 "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 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 Three and 50/100 Dollars (\$1203.50) 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 One Thousand Two Hundred Three and 50/100 Dollars (\$1203.50) 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 Two Hundred Three and 50/100 Dollars (\$1203.50).

And it is agreed and expressly understood by the parties to this agreement that in no case, 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:
 J. A. CANNON, Secretary

By W. F. RABER
 THE CITY OF SAN DIEGO
 By JOHN F. FORWARD, JR.
 A. W. BENNETT
 WAYNE A HOOD
 HARRY WARBURTON
 LEROY E. GOODBODY
 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 15 day of Sept., 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 for Ocean Beach Lighting District No. 1, being Document No. 284877

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. 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 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 12th day of September, 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 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

(SEAL) ATTEST:
 J. A. CANNON, Secretary

By W. F. RABER, 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 September, 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 15 day of Sept., 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. 60610 passed and adopted on the 28th day of August, 1933, require and fix the sum of \$315.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 18th day of September, 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:

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 including August 7, 1933, to-wit, to and including August 6, 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. 1", filed May 24, 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 One Hundred Ninety-three and 58/100 Dollars (\$1193.58) 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 One Hundred Ninety-three and 58/100 Dollars (\$1193.58) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of One Thousand One Hundred Ninety-three and 58/100 Dollars (\$1193.58) 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 One Hundred Ninety-three and 58/100 Dollars (\$1193.58).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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
 WAYNE A. HOOD
 HARRY WARBURTON
 CHAS. E. ANDERSON
 Members of the Council

I hereby approve the draft of the foregoing Contract, this 15 day of Sept., 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, for University Avenue Lighting District No. 1, being Document No. 284878.

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. 3

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED EIGHTY-ONE DOLLARS (\$681.00), lawful money of the United States of America, to be paid to said City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of September, 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 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:
 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 12th day of September, 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 15th day of Sept., 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. 60612 passed and adopted on the 28th day of August, 1933, require and fix the sum of \$681.00 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 18th day of September, 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:

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 including August 7, 1933, to-wit, to and including August 6, 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. 3", filed May 26, 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 Thousand Five Hundred Eighty-five and 86/100 Dollars (\$2585.86) 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 "University Avenue Lighting District No. 3 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 Five Hundred Eighty-five and 86/100 Dollars (\$2585.86) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund".

It is further mutually agreed that the said sum of Two Thousand Five Hundred Eighty-five and 86/100 Dollars (\$2585.86) 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 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 Five Hundred Eighty-five and 86/100 Dollars (\$2585.86).

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.

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

(SEAL) ATTEST:
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON

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

Members of the Council

I hereby approve the draft of the foregoing Contract, this 15 day of Sept., 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, for University Avenue Lighting District #3, being Document No. 284879.

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

UNDERTAKING FOR STREET LIGHTING
FIVE POINTS LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, 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 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 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 12th day of September, 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

INDIA STREET, between Andrews Street and Chalmers Street;
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;
ATLANTIC STREET, between Witherby Street and Harasthy Street;
HARASTHY STREET, between 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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER, 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 September, 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 15 day of Sept., 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. 60639 passed and adopted on the 5th day of September, 1933, 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 18th day of September, 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:

INDIA STREET, between Andrews Street and Chalmers Street;
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;
ATLANTIC STREET, between Witherby Street and Harasthy Street;
HARASTHY STREET, between 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 including August 5, 1933, to and including August 4, 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 Five Points Lighting District No. 1", filed May 12, 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 Thousand One Hundred Three and 64/100 Dollars (\$2103.64) 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 One Hundred Three and 64/100 Dollars (\$2103.64) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of Two Thousand One Hundred Three and 64/100 Dollars (\$2103.64) 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 One Hundred Three and 64/100 Dollars (\$2103.64).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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 FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council

I Hereby Approve the form of the foregoing Contract, this 15 day of Sept., 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 Contract for Five Points Lighting District No. 1, with San Diego Consolidated Gas & Electric Company, being Document No. 284881.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Skadron Deputy

THE RADIERA CORPORATION
Sept. 12, 1933

Mr. F. M. Lockwood City Mgr.
City of San Diego.
Dear Mr. Lockwood:

In connection with the contract with the City for maintenance of the Police radio equipment, the matter of a revision of the contract at the end of two years, for the purpose of adjusting the amount to be paid, under the terms of the contract, either upward, or downward, has come up several times, and we understand cannot now be made a part of the contract. However we wish to advise you that such a revision meets with our approval as being fair, both to the City, and ourselves, and we are willing to, at the end of two years, to confer with the City Manager, and determine whether or not the amount to be paid under the contract shall remain, as stated in the contract, or be decreased, ^{or be increased} With such decision to be based on costs that are in effect at that time, both as to material and labor.

WDT/E

Yours very truly
THE RADIERA CORPORATION
By W. D. THOMPSON, Pres.

MASSACHUSETTS BONDING AND
INSURANCE COMPANY

Los Angeles, California
September 20, 1933.

The City of San Diego,
San Diego, California.
Gentlemen:

Re: Bond C-16055 - Radiera Corporation of San Diego
Mtce.; etc., of Police Radio Equipment - City of San Diego.

Following our letter of the 16th inst., beg to advise that amended copy of contract dated September 1st, 1933, is accepted to cover both labor and material and faithful performance bonds executed by us under date of September 6, 1933.

Very truly yours,
 MASSACHUSETTS BONDING AND INSURANCE COMPANY
 By OLIVER F. ROBERTS - Attorney
 in Fact

MASSACHUSETTS BONDING AND
 INSURANCE COMPANY

Los Angeles, California
 September 16, 1933.

The City of San Diego,
 San Diego, California.
 Gentlemen:

Re Bond C-16055 - Radiera Corporation of San Diego
 Mtce., etc., of Police Radio Equipment - City of San Diego

This is to advise that we are in receipt of amended copy of contract dated September 1st, 1933, which we are accepting in lieu of the old contract, and our bonds, executed September 6, 1933, is considered in full force and effect under the new contract.
 (SEAL)

Very truly yours,
 MASSACHUSETTS BONDING AND INSURANCE COMPANY
 By OLIVER F. ROBERTS - Attorney
 in fact.

Correction accepted by Chester N. Munson, General Agent, duly authorized to act in this behalf for said company.

MASSACHUSETTS BONDING AND INSURANCE COMPANY
 MATERIAL AND LABOR BOND

In connection with furnishing said City complete Maintenance, servicing, replacement of parts, and repair of the police radio equipment consisting of transmitter and up to and including twenty-five receiving sets, for a period of five years, beginning on the 1st day of September, 1933.

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE RADIERA CORPORATION as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, authorized to transact business in the State of California, as Surety, are jointly and severally held and firmly bound unto THE CITY OF SAN DIEGO, a Municipal Corporation, in the sum of EIGHT THOUSAND SIX HUNDRED SEVENTY FIVE & NO/100 (\$8,675.00) Dollars, lawful money of the United States of America, to be paid as hereinafter provided, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, administrators and executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above bounden Principal was awarded a certain contract on the day of September 1933, with the City of San Diego, a Municipal Corporation, for the doing of certain work in said city, which contract is attached hereto and referred to for a more particular description of said work.

NOW, THEREFORE, if the said Principal, or its sub-Contractors fail to pay for any materials, provisions, provender or other supplies, or the use of implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the said Surety will pay for the same, to an amount not exceeding the said sum of EIGHT THOUSAND SIX HUNDRED SEVENTY FIVE & NO/100 (\$8,675.00) Dollars, and also that, in case suit is brought upon said bond, said Surety agrees to pay a reasonable Attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons, companies or corporations or their assigns entitled to file claim under the terms of this bond.

Witness our hands and seals this 6th day of September 1933.

(SEAL) ATTEST:
 W. O. HEATHCOTE, Its Secy.

THE RADIERA CORPORATION
 By W.D. THOMPSON, President

MASSACHUSETTS BONDING AND INSURANCE COMPANY
 By OLIVER F. ROBERTS

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.

On this 6th day of September in the year one thousand nine hundred and thirty-three, before me Dorothy Allen, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Oliver F. Roberts known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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
 Sept. 3, 1934

DOROTHY ALLEN
 Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 21st day of September, 1933.

C. L. BYERS, City Attorney
 By JAMES J. BRECKENRIDGE, Deputy
 City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 21st day of September, 1933.

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

JOHN F. FORWARD, JR.
 CHAS. E. ANDERSON
 WAYNE A. HOOD
 HARRY WARBURTON
 Members of the Council.

MASSACHUSETTS BONDING AND INSURANCE
 COMPANY

BOND FOR FAITHFUL PERFORMANCE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, THE RADIERA CORPORATION as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, authorized to transact business in the State of California, as Surety, are jointly and severally held and firmly bound unto THE CITY OF SAN DIEGO, a Municipal Corporation, in the sum of FOUR THOUSAND THREE HUNDRED THIRTY SEVEN & 50/100 (\$4,337.50)

Dollars, lawful money of the United States of America, to be paid as hereinafter provided, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, administrators and executors, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal its heirs, administrators and executors, successors and assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform, all the covenants, conditions and agreements in a contract made between said Principal, as Contractor, and the City of San Diego, a Municipal Corporation, to furnish said City complete maintenance, servicing, replacement of parts, and repair of the police radio equipment consisting of transmitter, and up to and including twenty-five receiving sets, for a period of five years, beginning on the 1st day of September, 1933, which contract is attached hereto, for furnishing materials in compliance with specifications and performing the following work, to-wit: All the work hereinbefore described in said contract hereto attached and referred to for a more particular description of said work, or cause the same on its part to be faithfully kept and performed in the manner and form therein specified, then the above obligation to be void, otherwise to remain in full force and effect.

Witness our hands and seals this 6th day of September, 1933.

(SEAL) ATTEST:
W. O. HEATHCOTE, Its Secy.

THE RADIERA CORPORATION
By W.D. THOMPSON, President

(SEAL)

MASSACHUSETTS BONDING AND INSURANCE COMPANY
By OLIVER F. ROBERTS, Attorney-in-Fact.

STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)

On this 6th day of September in the year one thousand nine hundred and thirty-three, before me Dorothy Allen, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Oliver F. Roberts known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument, and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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 ALLEN
Notary Public in and for said County and State
I hereby approve the form of the within Bond, this 21st day of September, 1933.
C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 21st day of September, 1933.

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

JOHN F. FORWARD, JR.
CHAS. E. ANDERSON
WAYNE A. HOOD
HARRY WARBURTON
Members of the Council.

CONTRACT

THIS AGREEMENT made and entered into at the City of San Diego, State of California, this 1st day of September, 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, hereinafter sometimes designated as the "City", and the RADIERA CORPORATION OF SAN DIEGO, California, party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, pursuant to and under the provisions of Resolution No. 60577, passed and adopted by the Council of said City on the 14th day of August, 1933, said contractor hereby covenants and agrees to and with said City to furnish said City complete maintenance, servicing, replacement of parts, and repair of the police radio equipment consisting of transmitter, and up to and including twenty-five receiving sets, for a period of five years, beginning on the 1st day of September, 1933, all of said work to be done in accordance with the specifications hereto attached and made a part hereof. Said contractor agrees to be ready to proceed with the performance of said contract from and after the date of its execution.

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, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seventeen Thousand Three Hundred Fifty Dollars (\$17,350.00) in the following manner: \$2,750.00 the first year; \$3,110.00 the second year; \$3,470.00 the third year; \$3,830.00 the fourth year; and \$4,190.00 the fifth year; payable in monthly installments consisting of one-twelfth (1/12) of the amount provided for each year as aforesaid, the first monthly installment for the first year to be made October 10, 1933.

It is agreed and understood by the parties hereto that the amounts hereinbefore mentioned cover complete maintenance, servicing, replacement of parts, and repairs, up to and including said twenty-five (25) receiving sets, and that seventeen (17) sets are now in operation; and said contractor agrees, when so requested by the City Manager, to completely replace at net cost any and all receiving sets which said City Manager may deem necessary for the efficient operation of said service, and that said cost shall not exceed the sum of Thirty Dollars (\$30.00) for each and every set so replaced; and that said contractor will, in like manner, when so requested by the City Manager, install up to and including eight (8) additional new sets at net cost to the City, which cost shall not exceed the sum of Thirty Dollars (\$30.00) for each new set; and it is agreed that all the provisions of this contract applicable to the seventeen (17) sets now in use as aforesaid shall apply with the same force and effect to each and every additional new set purchased and installed until the total sets in use shall amount to twenty-five (25) as aforesaid.

It is agreed by the parties hereto that in all matters in this contract wherein equipment or parts are referred to, such as "standard parts or equipment", "Standard manufacture", "highest point of efficiency", "necessary equipment", "necessary repairs", "maintenance and servicing", whether by replacement or by new installations, that said contractor agrees that in their interpretation he will abide by the decision and orders of the City Manager with reference thereto or in any way or manner appertaining or connected therewith; and it is the distinct understanding of the parties hereto that in the interpretation of any of the terms of this contract in the manner and/or extent of its perform-

ance on the part of said contractor to be performed, that the decision of said City Manager shall be final and binding upon said contractor, anything otherwise expressed, either directly or indirectly, in this contract notwithstanding.

The contractor agrees to furnish the City with a bond with good and sufficient sureties in a sum equal to twenty-five per cent (25%) of the amount of the contract price herein, conditioned for the faithful performance of said contract. Said contractor further agrees to furnish the City with a labor and materialmen's bond in an amount not less than fifty per cent (50%) of the amount of the contract herein, conditioned upon the payment by said contractor of all materials or supplies furnished in the performance of the work herein contracted to be done, and for any work or labor of any kind whatever furnished in the performance of said contract.

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 work contemplated by this contract. It is agreed, however, that in the event any of the work to be performed in carrying out this contract shall be of such a nature as to require such special services as cannot be procured in San Diego, then in that event said contractor may procure said special services other than from citizens of San Diego.

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, 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 a majority of 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 CLARK M. FOOTE, JR., Deputy

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
CHAS. E. ANDERSON
WAYNE A. HOOD
HARRY WARBURTON
Members of the Council
Party of the First Part
THE RADIERA CORPORATION
By W. D. THOMPSON, President
Party of the Second Part

(SEAL) ATTEST:
W. O. HEATHCOTE, Secretary

I hereby approve the form of the foregoing Contract this 26th day of August, 1933.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney

SPECIFICATIONS FOR THE MAINTENANCE OF POLICE RADIO EQUIPMENT

First - The bidder will be required to furnish all parts, tubes, and labor necessary to maintain the equipment at the highest point of efficiency, and to guarantee all parts, and tubes to be of the highest quality, and only expert thoroughly qualified labor to be used on this work.

Second - All bidders will be required to state in detail their knowledge and familiarity with the equipment in use, so that their ability to correctly service it may be judged.

Third - Bidders will be required to maintain a 24-hour service when necessary, and must furnish the City with a list of names, addresses, and telephone numbers of their service men and the hours that they are available for the transmitter and necessary service for the receiver sets.

Fourth - Bidders will be required to maintain equipment capable of manufacturing or duplicating parts that have been so made, in the following units: Crystal oscillator, time delay relay, station receivers, car receivers and motor generators.

Fifth - Bidder will be required to maintain the necessary equipment for keeping a check of the power output, and of the frequency of the transmitter as required by the Federal Radio Commission. This check shall be made daily and a report to be furnished the City on forms that will be furnished.

Sixth - Bidders will be required to maintain the necessary equipment to inspect and service all car and station receivers, and make a daily inspection of all receiving equipment, and furnish the City with a report on forms that will be furnished, daily.

Seventh - Bidders will be required to completely overhaul each receiving set at least once each year, and replace all worn out parts. Whenever a set reaches the point where further repairs would not be economical, it shall be replaced with a new set of the latest type at net cost subject to acceptance by the City for efficiency. All tubes are to be replaced at a maximum of 1000 hours of service or sooner if a check shows that they are operating below their rated efficiency.

Eighth - All parts used for replacement shall be of Standard Manufacture and shall be of the same type, and power rating as those now in use. The bidder shall state, in his bid the name of the manufacturer of the parts he intends to use, if such parts are of different brand than those now used.

Ninth - Bidders will be required to carry a stock of spare parts sufficient to maintain service at all times. Following is a list of parts that will be needed:

Transmitter

- 2 - 4000 volt filter condensers (oil immersion type)
- 2 - 2000 volt filter condensers
- 6 - 2000 - 1000 volt 14 mmf. filter blocks
- 8 - 1000 volt 8 mmf. filter blocks
- 6 - 250 watt 100000 ohm vitreous resistors
- 12 - Audio transformers (all types)
- 12 - Audio chokes
- 24 - By-pass condensers for replacement in speech amplifier
- 6 - Radio frequency chokes
- 6 - High voltage mica by-pass condensers
- 1 - Power transformer c bias power supply
- 1 - Choke for c bias power supply
- 1 - Power transformer for speech amplifier power supply

- 2 - Filter chokes for speech amplifier supply
- 1 - Filter choke for modulated amplifier power supply
- 1 - 0 to 15 A. C. Voltmeter
- 1 - 0 to 300 d. c. millimeter

Tenth - Bidders will be required to carry a complete set of spare tubes R.C.A. Cunningham or of a manufacture approved by the City. Following is a list of spare tubes:

- 1 - 849
- 3 - 872
- 2 - 845
- 1 - 711
- 1 - 865
- 4 - 210
- 3 - 227
- 4 - 381
- 2 - 866
- 12 - 380

Eleventh - Following is a list of spare receive parts:

- 12 - Audio transformers
- 36 - Resistors (Assorted)
- 36 - By-pass condensers (Assorted)
- 6 - Volume controls
- 12 - Pilot lamps
- 6 - Complete sets of receiver tubes
- 6 - Filter condensers
- 6 - Filter chokes
- 6 - Power transformers
- Twelfth - Power Unit:
- 2 - Complete power units (Boesch Magmotors)
- Thirteenth - Speakers:
- 3 - Complete speaker units

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Radiera Corporation, being Document No. 284981.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Kadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING MISSION BEACH 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 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 6th day of October, 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 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, Principal
By W. F. RABER
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 6th day of October, 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 Oct., 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. 60611 passed and adopted on the 28th day of August, 1933, 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 9th day of October, 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 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, 1933, to-wit, to and including August 16, 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 Mission Beach Lighting District No. 2", filed May 31, 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 One Hundred Forty-seven and 30/100 Dollars (\$1,147.30) 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 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 Eighty-six and 82/100 Dollars (\$286.82) 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 One Thousand One Hundred Forty-seven and 30/100 Dollars (\$1,147.30) 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 One Hundred Forty-seven and 30/100 Dollars (\$1,147.30).

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 Two Hundred Eighty-six and 82/100 Dollars (\$286.82), nor for any delinquency of persons or property assessed.

It is further mutually agreed that the said sum of \$1434.12 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.

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 JOHN F. FORWARD, JR.
A. W. BENNETT
L. E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

(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 9 day of Oct., 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, for Mission Beach Lighting District No. 2, being Document No. 285263.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, AMERICAN CONCRETE & STEEL PIPE COMPANY, 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 and duly authorized and licensed by the laws of the State of California to do a general surety business in the State of California, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand six hundred dollars (\$2,600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 9th day of October, 1933.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 9th day of October, 1933, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1320 linear feet, more or less, as needed by the Harbor Department of The City of San Diego, standard reinforced concrete pipe, 72 inch internal diameter with 7 inch walls, medium reinforcement;

all in accordance with the terms and provisions of said contract and with the terms and provisions of the specifications attached thereto, marked "Exhibit A," 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, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 9th day of October, 1933.

(SEAL)

ATTEST:

J. M. MacADAM, Secy.

AMERICAN CONCRETE AND STEEL PIPE
COMPANY, Principal
W. A. JOHNSON, Pres.

FIDELITY & DEPOSIT COMPANY OF MARYLAND,
Surety

(SEAL) ATTEST:

By DONALD C. BURNHAM, Attorney-in-Fact.

By H. G. MALM, Agent

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

On this 9th day of October, 1933, before me, ROSE WEISENBACH, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared DONALD C. BURNHAM and H. G. MALM known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My Commission Expires
Feb. 25, 1937

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

I hereby approve the form of the foregoing Bond this 10 day of October, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City
Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 11th day of October, 1933.

(SEAL) ATTEST:

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

L. E. GOODBODY
WAYNE A. HOOD
CHAS. E. ANDERSON
A. W. BENNETT
Members of Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of October, 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 AMERICAN CONCRETE & STEEL 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:

1320 linear feet, more or less, as needed by the Harbor Department of The City of San Diego, Standard reinforced concrete pipe, 72 inch internal diameter with 7 inch walls, medium reinforcement; all in accordance with the specifications therefor contained in Document No. 284739, on file in the office of the City Clerk of said City; a full, true and correct copy of which said specifications is hereto attached, marked "Exhibit A," and by reference thereto incorporated herein and made a part hereof.

Said contractor agrees to deliver said pipe to the Harbor Department of said City, at Ash and Harbor Streets, in the City of San Diego, California.

Said contractor hereby agrees to furnish and deliver the said pipe hereinabove described, at and for the price of Seven dollars and eighty-two cents (\$7.82) per linear foot.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor, according to the terms of this contract, and the faithful performance of all the obligations.

At the end of each calendar month the Harbor Engineer will make an estimate of the amount of pipe delivered and accepted and an estimate of the amount earned to that date, under the terms of this contract, classified and computed on the basis of the items and unit prices named herein.

Upon such estimate of the amount due being made and reported seventy-five per cent (75%) of such amount so estimated shall be paid, and twenty-five per cent (25%) shall remain unpaid, and shall not become due and payable until thirty-five (35) days

from and after the completion of the said contract and the acceptance of said pipe by the City, when on proof that the contract has been fully performed, the balance remaining shall be paid to said contractor.

Said contractor agrees to commence the delivery of said pipe on or before the 1st day of November, 1933, and to complete the delivery thereof on or before the 15th day of December, 1933.

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

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.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 60807 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 F.M. LOCKWOOD, City Manager

AMERICAN CONCRETE AND STEEL PIPE COMPANY

By W. A. JOHNSON, Pres.

(SEAL) ATTEST:

J. M. MacADAM, Secy.

I hereby approve the form of the foregoing contract, this 10 day of October, 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 Contract with American Concrete and Steel Pipe Company (excepting Notice Inviting Bids and Specifications), being Document No. 285357.

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, SOUTHERN PIPE AND CASING 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 Three hundred thirty dollars (\$330.00), lawful money of the United States of America, to be paid to said The City of San Diego, for 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 9th day of October, 1933.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 13 day of October, 1933, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

The following pipe to be delivered to the San Dieguito River Crossing:

1 - angle 35° deflection, one leg 2 feet long 18" OD - 1 leg 3 feet long 18" ID.

1 - angle 12° deflection, one leg 2 feet long 18" OD - 1 leg 3 feet long 18" ID belled

25 - 24' lengths steel pipe 18" ID one end belled

1 - 6' length steel pipe 18" ID one end belled

1 - 7' length steel pipe 18" one end belled

2 - angles 30° deflection, each leg 3 feet long 18" ID one end belled.

All pipe 1/4" plate electric welded steel dipped and wrapped

Also the following pipe to be delivered one mile north of Del Mar:

4 - 24' lengths steel pipe 18" ID one end belled

1 - 13' length steel pipe 18" one end belled

1 - angle 11° deflection each leg 3 feet long one end belled

1 - angle 5° deflection, one leg 2 feet long 18" OD, one leg 3 feet long 18" ID belled

All pipe 1/4" plate electric welded steel, dipped and wrapped.

all in accordance with the terms and provisions of said contract and with the terms and provisions of the specifications contained in said contract.

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

IN WITNESS WHEREOF, the said principal has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, ~~thereunto attached, by its proper officers~~, thereunto duly authorized, this 9th day of October 1933.

(SEAL) ATTEST:

W. L. DOIG

SOUTHERN PIPE AND CASING CO.,

Principal

By R. A. STUMM, Pres.

(SEAL) ATTEST:

I TAYLOR

Resident Assistant Secretary

AMERICAN SURETY COMPANY OF NEW YORK, Surety

By A. M. WOLD,

Resident Vice President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 9th day of October, A.D. 1933, before me, John Gurash a Notary Public

in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. M. Wold personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission Expires
Feb. 18, 1936

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

I hereby approve the form of the foregoing Bond this 11 day of October, 1933.

C. L. BYERS, City Attorney

By GILMORE TILLMAN Assistant City

Approved by a majority of the members of the Council of The City of San Diego, this 11th day of October, 1933.

(SEAL) ATTEST:

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

A. W. BENNETT
L. E. GOODBODY
WAYNE A. HOOD
CHAS. E. ANDERSON
Members of Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of October, 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 SOUTHERN PIPE AND CASING 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:

The following pipe to be delivered to the San Dieguito River Crossing:

- 1 - angle 35° deflection, one leg 2 feet long 18" OD - 1 leg 3 feet long 18" ID.
- 1 - angle 12° deflection, one leg 2 feet long 18" OD - 1 leg 3 feet long 18" ID belled
- 25 - 24' lengths steel pipe 18" ID one end belled
- 1 - 6' length steel pipe 18" ID one end belled
- 1 - 7' length steel pipe 18" ID one end belled
- 2 - angles 30° deflection, each leg 3 feet long 18" ID one end belled

All pipe 1/4" plate electric welded steel dipped and wrapped

Also the following pipe to be delivered one mile north of Del Mar:

- 4 - 24' lengths steel pipe 18" ID one end belled
- 1 - 13' length steel pipe 18" ID one end belled
- 1 - angle 11° deflection each leg 3 feet long one end belled
- 1 - angle 5° deflection, one leg 2 feet long 18" OD, one leg 3 feet long 18" ID belled

All pipe 1/4" plate electric welded steel, dipped and wrapped.

All of said pipe to be in accordance with the following specifications:

Pipe to be 18" - 1/4" plate electric welded steel pipe, to be made of steel plates of structural steel quality Class A; to be made in lengths indicated, with not more than two intervening round seams and one longitudinal seam. One end of each section of pipe shall be belled so that sections can be joined by bump joints to be field welded. Each joint of pipe to be capable of withstanding internal hydrostatic pressure sufficient to develop 16,000 pounds per square inch of plate. The pipe shall be dipped in petrolastic cement, or its equivalent in the opinion of the engineer, and shall be wrapped with Johns Manville abestos pipe line felt weighting at least 13-1/2 pounds per 100 square feet, or its equivalent in the opinion of the engineer. Manufacturer shall furnish with pipe sufficient bitumastic to permit field joints to be coated twice inside and once outside and he shall furnish sufficient coating to permit covering the field joints once with a heavy brush coat, and he shall furnish sufficient asbestos pipe line felt to permit wrapping the field joints and make repairs to damaged wrapping.

Said Contractor hereby agrees to furnish and deliver the said pipe hereinabove described, at and for the price of thirteen hundred thirteen dollars and seventy cents (\$1313.70).

Said City, in consideration of the furnishing and delivery of said pipe 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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of thirteen hundred thirteen dollars and seventy cents (\$1313.70); the said sum hereinabove set forth to be payable as follows:

Upon the completion of delivery of said pipe, and the acceptance of the same by the 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 pipe thereunder by the City, when on proof that the contract has been fully performed, the balance remaining shall be paid to said Contractor.

Said contractor agrees to commence the delivery of said pipe on or before the 31st day of October, 1933, and to complete the delivery thereof on or before the 31st day of October, 1933.

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

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.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 60808, 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 F.M. LOCKWOOD, City Manager

(SEAL) ATTEST:
W. L. DOIG

SOUTHERN PIPE AND CASING CO.
By R. A. STUMM, Pres.

I hereby approve the form of the foregoing contract, this 11 day of October, 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 Contract with Southern Pipe and Casing Co., being Document No. 285358.

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

CERTIFIED COPY OF RESOLUTION ADOPTED AT
REGULAR MEETING OF BOARD OF DIRECTORS
OF SANTA FE IRRIGATION DISTRICT
HELD OCTOBER 10, 1933.

BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of the Santa Fe Irrigation District that the District execute the proposed agreement, draft of which is this date presented for the payment of indebtedness to the City of San Diego and that the President and Secretary be and they hereby are directed and authorized to execute the same and that the seal of the District be attached, and

BE IT FURTHER RESOLVED that said draft of agreement so executed be delivered to the City of San Diego for execution by the proper officials of said City and that the same go into effect only upon the execution by said City of an agreement supplementing and modifying the contract under which said City delivers and sells water to the District, draft of which has this date been executed by the District.

I, W. O. Boettiger, do hereby certify: that I am the Secretary of the Santa Fe Irrigation District, and as such Secretary I have charge of the books and records of said District, and particularly of the Minute Book thereof. I further certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the Board of Directors of said District duly and regularly called and held on the 10th day of October, 1933, and that the same appears in the minutes of said meeting.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said corporation, this 11th day of October, 1933.

(SEAL) W. O. BOETTIGER, Secretary

AGREEMENT PROVIDING FOR THE PAYMENT OF
INDEBTEDNESS TO THE CITY OF SAN DIEGO.

THE CITY OF SAN DIEGO, a municipal corporation, and the SANTA FE IRRIGATION DISTRICT, a state agency organized and operating under the California Irrigation District Act, hereby agree, as hereinafter set forth, upon the terms of payment by said Irrigation District to said City of the sum of eighty-two thousand eight hundred forty-one and 66/100 dollars (\$82,841.66), which sum is hereby agreed to and fixed as the amount of money now due and owing from said District to said City for the use of water for the period ending April 30, 1933, under the terms of that certain contract of date November 1, 1925, between San Dieguito Water Company, a corporation, and said Irrigation District, and the assignment of said contract by the said San Dieguito Water Company to The City of San Diego.

The City of San Diego consents to accept from said District in payment of said sum of money, six (6) warrants, which said warrants shall be payable to said City in the amounts and payable as follows:

(1) The first of said warrants shall be for the sum of twenty thousand dollars (\$20,000.00), and shall be paid by said District immediately upon the execution of this agreement.

(2) The second of said warrants shall be for the sum of twelve thousand, five hundred sixty-eight and 83/100 dollars (\$12,568.33), which said warrant shall be presented for payment immediately after the presentation of Warrant No. 1. It is understood and agreed that said District has heretofore levied assessments upon the lands within said District and has fixed and imposed charges for the use of water by land owners within said District for the payment of the District's indebtedness to the City, but that proceeds derived from said assessments and water charges will be insufficient to pay said warrant at the time of presentation thereof, and that said warrant shall be registered and shall bear interest from the date of registration to the date of payment at the rate of seven per cent (7%) per annum, and said City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1934.

(3) The third of said warrants shall be for the sum of twelve thousand, five hundred sixty-eight and 33/100 dollars (\$12,568.33), which said warrant shall be presented for payment immediately after the presentation of Warrant No. 2. It is understood and agreed that said District has heretofore levied assessments upon the lands within said District and has fixed and imposed charges for the use of water by land owners within said District for the payment of the District's indebtedness to the City, but that proceeds derived from said assessments and water charges will be insufficient to pay said warrant at the time of presentation thereof, and that said warrant shall be registered and shall bear interest from the date of registration to the date of payment at the rate of seven per cent (7%) per annum, and said City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1935.

(4) The fourth of said warrants shall be for the sum of twelve thousand, five hundred sixty-eight and 34/100 dollars (\$12,568.34), which said warrant shall be presented for payment immediately after the presentation of Warrant No. 3. It is understood and agreed that said District has heretofore levied assessments upon the lands within said District and has fixed and imposed charges for the use of water by land owners within said District for the payment of the District's indebtedness to the City, but that proceeds derived from said assessments and water charges will be insufficient to pay said warrant at the time of presentation thereof, and that said warrant shall be registered and shall bear interest from the date of registration to the date of payment at the rate of seven per cent (7%) per annum, and said City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1936.

(5) The fifth of said warrants shall be for the sum of twelve thousand, five hundred sixty-eight and 34/100 dollars (\$12,568.34), which said warrant shall be presented for payment immediately after the presentation of Warrant No. 4. It is understood and agreed that said District has heretofore levied assessments upon the lands within said District and has fixed and imposed charges for the use of water by land owners within said District for the payment of the District's indebtedness to the City, but that proceeds derived from said assessments and water charges will be insufficient to pay said warrant at the time of presentation thereof, and that said warrant shall be registered and shall bear interest from the date of registration to the date of payment at the rate of seven per cent (7%) per annum, and said City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1937.

(6) The sixth of said warrants shall be for the sum of twelve thousand, five hundred sixty-eight and 34/100 dollars (\$12,568.34), which said warrant shall be presented for payment immediately after the presentation of Warrant No. 5. It is understood and agreed that said District has heretofore levied assessments upon the lands within said District and has fixed and imposed charges for the use of water by land owners within said District for the payment of the District's indebtedness to the City, but that proceeds derived from said assessments and water charges will be insufficient to pay said warrant at the time of presentation thereof, and that said warrant shall be registered and shall bear interest from the date of registration to the date of payment at the rate of seven per cent (7%) per annum, and said City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1938.

While it is understood that payment of said warrants shall not be enforced by The City of San Diego prior to the respective dates hereinabove specified, nevertheless it is understood and agreed that said warrants may be paid prior to said respective dates, as authorized and required by Section 61a of the California Irrigation District Act, which said section now provides as follows:

"Sec. 61a. WARRANTS NOT PAID TO DRAW INTEREST. WHENEVER THERE IS MONEY TO PAY WARRANTS. Whenever any warrant of the district payable on demand is presented to the treasurer for payment when funds are not available for the payment thereof, it shall thereafter draw interest at the rate to be determined by resolution of the board of directors, not, however, to exceed seven per centum per annum, until public notice is given that such funds are available. Upon the presentation of any such warrants for payment, other than warrants issued under the provisions of section 61 hereof, when funds of the district are not available to pay the same, the treasurer of the district shall indorse thereon the words 'Funds not available for payment,' with the date of presentation and shall specify the interest that such warrants shall thereafter bear and shall sign his name thereto. He shall keep a record showing the number and amount of each such warrant, the date of its issuance, the person in whose favor it was issued, and the date of its presentation for payment. Whenever there is sufficient money in the treasury to pay all such outstanding warrants or whenever the board of directors shall order that all such warrants presented for payment prior to a certain date, be made and there is sufficient money available for such payments, the treasurer shall give notice in some newspaper published in the district, or, if none is published therein, then in some newspaper published in the county in which the district or any portion thereof is situated, or, if none is published in such county, then the treasurer shall post such notice conspicuously in the place in which the board of directors of the district holds its regular meetings, stating that he is prepared to pay all warrants of the district for the payment of which funds were not available upon their original presentation, or all such warrants which were presented for payment prior to the date fixed by the board of directors, as the case may be, and no further description of the warrants entitled to payment shall be made in such notice. Upon the presentation of any warrant entitled to payment under the terms of such notice, the treasurer shall pay it, together with interest thereon at the rate specified by the board of directors, from the date of its original presentation for payment to the date of the first publication or posting of said notice, and all warrants for the payment of which funds are declared in said notice to be available shall cease to draw interest at the time of the first publication or posting of said notice. The treasurer shall enter in the record hereinbefore required to be kept, the dates of the payment of all such warrants, the names of the persons to whom payments are made and the amounts paid to each person."

In consideration of the consent of The City of San Diego to the extension of time for payment of said warrants and the agreement of said City to withhold the taking of any steps or the bringing of any action, or the institution of any proceedings for the enforcement of the payment of said warrants except as hereinabove expressly set forth, the Irrigation District hereby expressly waives any and all provisions of law prescribing limitations of time within which actions or proceedings may be commenced for the enforcement of said payments and/or for the collection of said sums of money, and/or the commencement of action or actions upon said warrants, or any of them, including any and all provisions of Chapter 3 of the Code of Civil Procedure of the State of California.

IN WITNESS WHEREOF, The City of San Diego, acting by and through the City Council of said City, and the Santa Fe Irrigation District, acting by and through its Board of Directors, have caused this instrument to be executed this 19th day of October, 1933.

THE CITY OF SAN DIEGO

By JOHN F. FORWARD, JR.

Member of Council and Mayor

A. W. BENNETT

L. E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

CHAS. E. ANDERSON

Members of Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

(SEAL) ATTEST:

W. O. BOETTIGER, Secretary

I hereby approve the form of the foregoing Agreement this 19 day of October, 1933.

SANTA FE IRRIGATION DISTRICT
By IRA E. CONNER, President

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Santa Fe Irrigation District, being Document No. 285407.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Hadstrom Deputy.

CERTIFIED COPY OF RESOLUTION
ADOPTED AT REGULAR MEETING OF
BOARD OF DIRECTORS OF SANTA
FE IRRIGATION DISTRICT HELD
OCTOBER 10, 1933.

WHEREAS, the City Attorney of the City of San Diego has transmitted to the Board of Directors of the Santa Fe Irrigation District a draft of a proposed agreement supplementing and modifying the terms of the contract under which the City of San Diego delivers and sells water to the Irrigation District by establishing payments and meter rates differing from the payments and meter rates provided for in said original contract and prescribing the conditions under which said modified payments and meter rates shall apply, and

WHEREAS said draft of proposed modifying and supplementing agreement as submitted does not strictly conform to the modification of a previous draft submitted as directed by the Board of Directors of said District at its meeting September 26, 1933, and

WHEREAS the modification so ordered has been incorporated in the draft now submitted by re-writing page 10 thereof, and

WHEREAS the Attorney for the District advises the Board of Directors that said draft of proposed modifying and supplementing agreement as the same is now submitted changes the original purchase and sale agreement only in the matter of rates and payments and that as to all other matters covered by said original agreement the same remains in full force and effect and has further advised that the execution of said supplemental and modifying agreement by the Board of Directors will not operate as a surrender by the District of the right to purchase the full quantity of water contracted for in said original agreement;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Santa Fe Irrigation District enter into said proposed supplemental and modifying agreement as the same is now set forth in the draft thereof now under consideration by the Board and that the same be executed in the name of said District by the individual members of said Board signing the same and that the Secretary attest the same and that the seal of the District be attached thereto.

I, W. O. Boettiger, do hereby certify: that I am the Secretary of the Santa Fe Irrigation District, and as such Secretary I have charge of the books and records of said District, and particularly of the Minute Book thereof. I further certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regular meeting of the Board of Directors of said District duly and regularly called and held on the 10th day of October, 1933, and that the same appears in the minutes of said meeting.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said corporation, this 10th day of October, 1933.

(SEAL)

W. O. BOETTIGER, Secretary

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation, duly and regularly organized, existing and operating under a freeholders' charter, and situated in San Diego County, State of California, party of the first part, hereinafter sometimes referred to as the City, and SANTA FE IRRIGATION DISTRICT, a quasi-municipal corporation, duly organized, existing and operating under the California Irrigation District Act, and situated in said county and state, party of the second part, hereinafter sometimes referred to as the District,

WITNESSETH:

WHEREAS, heretofore under date of November 1, 1925, said District entered into a certain contract in writing with San Dieguito Water Company, a private corporation organized under the laws of the State of Nevada, under the terms of which agreement said San Dieguito Water Company undertook, for stated consideration, to furnish water in designated amounts and under specified conditions to said Santa Fe Irrigation District; and

WHEREAS, also under date of November 1, 1925, San Diego County Water Company, a private corporation organized under the laws of said State of California, and said San Dieguito Water Company, and said Santa Fe Irrigation District entered into a tri-party agreement in writing, under the terms of which said San Diego County Water Company undertook, under certain contingencies, to supply said Santa Fe Irrigation District with water sufficient to make up the difference between the amount furnished said District by said San Dieguito Water Company and the amount contracted to be furnished said District by said San Dieguito Water Company; and

WHEREAS, also under date of November 1, 1925, said San Diego County Water Company and said San Dieguito Water Company, and said Santa Fe Irrigation District entered into a further tri-party agreement in writing, under the terms of which said San Diego County Water Company gave to said Santa Fe Irrigation District an option for a period of six years from the date of said tri-party agreement, but no longer, to purchase water from said San Diego ^{County} Water Company in certain designated and limited amounts and for a certain designated price; and

WHEREAS, under date of June 20, 1924, San Dieguito Mutual Water Company, a California corporation, entered into a certain contract in writing with said Santa Fe Irrigation District providing, among other things, for the joint use of certain pipe lines; and

WHEREAS, said San Dieguito Water Company under date of October 5, 1925, entered into a written agreement, entitled, "Lease and Option to Purchase," with said The City of San Diego, providing, among other matters, for the transfer and assignment to said The City of San Diego of all the rights and obligations of San Dieguito Water Company under the terms of said agreements hereinbefore mentioned and/or any assignment or

assignments thereof; and

WHEREAS, all of said contracts hereinbefore mentioned were referred to and, by reference, incorporated in said contract of October 5, 1925, between said The City of San Diego and said San Dieguito Water Company, and were attached thereto as exhibits, marked Exhibit A, Exhibit D, Exhibit F, and Exhibit H, respectively; and

WHEREAS, it is the desire of said The City of San Diego and said Santa Fe Irrigation District to execute a further agreement supplementing said agreement dated November 1, 1925, between said San Dieguito Water Company and said Santa Fe Irrigation District, a copy of which agreement is attached as Exhibit A to said contract of October 5, 1925, between said San Dieguito Water Company and said The City of San Diego;

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN the parties hereto as follows:

FIRST: That for the period of time beginning May 1, 1933, to and including April 30, 1938, a certain portion annually of the minimum payments agreed to be paid by the said Santa Fe Irrigation District under the provisions of Article V of said contract dated November 1, 1925, a copy of which is attached as Exhibit A to said contract of October 5, 1925, between said San Dieguito Water Company and said The City of San Diego, will be deferred until April 30, 1939, in the following manner, and subject to the following covenants and agreements:

(a) That for the year ending April 30, 1934, the District will pay to the City a minimum amount of \$71,000.00, in lawful money of the United States, instead of the minimum payment of \$85,935.17 established by the provisions of Article V of said contract dated November 1, 1925, a copy of which is attached as Exhibit A to said contract of October 5, 1925, between said San Dieguito Water Company and said The City of San Diego. That the payment of the difference between two amounts, to-wit, \$14,935.17, shall be deferred and postponed until April 30, 1939, said amount to bear interest at the rate of six per centum (6%) per annum from April 30, 1934, and to be due and payable April 30, 1939.

(b) That for the year ending April 30, 1935, the District will pay to the City a minimum amount of \$71,000.00, in lawful money of the United States, instead of the minimum payment of \$85,935.17 established by the provisions of Article V of said contract dated November 1, 1925, a copy of which is attached as Exhibit A to said contract of October 5, 1925, between said San Dieguito Water Company and said The City of San Diego. That the payment of the difference between the two amounts, to-wit, \$14,935.17 shall be deferred and postponed until April 30, 1939, said amount to bear interest at the rate of six per centum (6%) per annum from April 30, 1935, and to be due and payable April 30, 1939.

(c) That for the year ending April 30, 1936, the District will pay to the City a minimum amount of \$71,000.00, in lawful money of the United States, instead of the minimum payment of \$85,935.17 established by the provisions of Article V of said contract dated November 1, 1925, a copy of which is attached as Exhibit A to said contract of October 5, 1925, between said San Dieguito Water Company and said The City of San Diego. That the payment of the difference between the two amounts, to-wit, \$14,935.17, shall be deferred and postponed until April 30, 1939, said amount to bear interest at the rate of six per centum (6%) per annum from April 30, 1936, and to be due and payable April 30, 1939.

(d) That for the year ending April 30, 1937, the District will pay to the City a minimum amount of \$71,000.00, in lawful money of the United States, instead of the minimum payment of \$85,935.17 established by the provisions of Article V of said contract dated November 1, 1925, a copy of which is attached as Exhibit A to said contract of October 5, 1925, between said San Dieguito Water Company and said The City of San Diego. That the payment of the difference between the two amounts, to-wit, \$14,935.17, shall be deferred and postponed until April 30, 1939, said amount to bear interest at the rate of six per centum (6%) per annum from April 30, 1937, and to be due and payable April 30, 1939.

(e) That for the year ending April 30, 1938, the District will pay to the City a minimum amount of \$71,000.00, in lawful money of the United States, instead of the minimum payment of \$85,935.17 established by the provisions of Article V of said contract dated November 1, 1925, a copy of which is attached as Exhibit A to said contract of October 5, 1925, between said San Dieguito Water Company and said The City of San Diego. That the payment of the difference between the two amounts, to-wit, \$14,935.17 shall be deferred and postponed until April 30, 1939, said amount to bear interest at the rate of six per centum (6%) per annum from April 30, 1938, and to be due and payable April 30, 1939.

Second:

(a) That from and after the date of the execution of this supplemental agreement, for all water delivered by the City to the District for agricultural irrigation, the District shall pay to the City the price of \$0.03525 per hundred cubic feet;

(b) That from and after the date of the execution of this supplemental agreement, for all water delivered by the City to the District for purposes other than for agricultural irrigation, the District shall pay to the City the price of \$0.088125 per hundred cubic feet;

When a flat minimum rate is established by the District for water sold for domestic purposes, the actual and full amount of water charged for under such minimum rate shall be reported to the City by the District and paid for by the District at the rate of \$0.088125 per hundred cubic feet. Domestic purposes shall include household and livestock purposes, sprinkling or irrigating ornamental shrubs, lawns and kitchen gardens up to an area of three-quarters of an acre.

(c) That from and after the date of the execution of this supplemental agreement, for all water delivered by the City to the District, and used by the District for the purpose of maintaining and watering one eighteen-hole golf course within the boundaries of the District, it shall be paid for by the District at the rate of \$0.03525 per hundred cubic feet.

PROVIDED, however, that said District shall not be required to pay said City in excess of the sum of \$85,935.17 for water delivered to and used by it according to meter measurements at the rates herein established during any twelve-month period ending October 31st of any calendar year.

Third: If said Irrigation District, on or before April 30, 1939, shall pay to said City the total amount of all deferred minimum payments, with interest from time of deferment, by delivering to said City its warrants numbered consecutively from one to ten, inclusive, payable to said The City of San Diego, bearing interest at the rate of six per centum (6%) per annum from the date of registration thereof and being payable on the dates and in the amounts as follows, to-wit:

Warrant No. 1 in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment May 1, 1939, and if not paid when presented shall be immediately registered by said District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1939.

Warrant No. 2 in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 1, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1940.

Warrant No. 3 in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 2, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1941.

Warrant No. 4 in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 3, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1942.

Warrant No. 5 in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 4, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1943.

Warrant No. 6 in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 5, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1944.

Warrant No. 7 in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 6, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1945.

Warrant No. 8, in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 7, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1946.

Warrant No. 9, in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 8, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1947.

Warrant No. 10, in the amount of eight thousand eight hundred eleven and 75/100 dollars (\$8,811.75), payable April 30, 1939, shall be presented for payment immediately after the presentation of Warrant No. 9, and if not paid when presented shall be immediately registered by the District; and the City agrees that it will take no action nor institute any proceedings for the enforcement of the payment of said warrant prior to the 15th day of September, 1948.

then, in that instance and not otherwise, the price at which said City will thereafter and subsequent to said April 30, 1939, sell and deliver water to said Irrigation District, and said Irrigation District will purchase and take water from said City, shall be as follows:

(a) For all water delivered by the City to the District at the points of delivery described in Article III of said contract dated November 1, 1925, between said San Dieguito Water Company and said Santa Fe Irrigation District, and used for agricultural irrigation either by the District or by persons to whom the District may sell or furnish water, the District shall pay to the City the price of three cents (\$.03) per hundred cubic feet, measured as provided in Article IV of said contract of November 1, 1925.

(b) For all water delivered by the City to the District at the points of delivery described in Article III of said contract of November 1, 1925, and used for purposes other than those set forth in subdivision (a) of this Section Third by the District or by persons to whom the District may sell or furnish water, the District shall pay to the City the price of seven and one-half cents (\$.07-1/2) per hundred cubic feet. When a flat minimum rate is established by the District for water sold for domestic purposes the actual and full amount of water charged for under such minimum rate shall be reported to the City by the District and paid for by the District at the rate of seven and one-half cents (\$.07-1/2) per hundred cubic feet. Domestic purposes shall include household and livestock purposes, sprinkling or irrigating ornamental shrubs, lawns and kitchen gardens up to an area of three fourths of an acre, and like purposes.

(c) All water delivered by the City to the District and used by the District for the purpose of maintaining and watering one eighteen-hole golf course within the boundaries of the District shall be paid for by the District at the rate of three cents (\$.03) per hundred cubic feet.

If said payments be not made by said Irrigation District, then in lieu thereof, the hundred cubic foot prices hereinabove in paragraph "SECOND" established shall remain in effect, and monthly payments in accordance therewith shall continue; subject, however, to the proviso that the District shall not be required to pay more than \$85,935.17 for water delivered in any twelve-month period ending October 31st of any calendar year.

In consideration of the consent of The City of San Diego in the extension of time for payment of said warrants and the agreement of said City to withhold the taking of any steps or the bringing of any action, or the institution of any proceedings for the enforcement of the payment of said warrants, except as hereinabove expressly set forth, the Irrigation District hereby expressly waives any and all provisions of law prescribing limitations of time within which actions or proceedings may be commenced for the enforcement of said payments, or for the collection of said sums of money, including any and all provisions of Chapter 3 of the Code of Civil Procedure of the State of California.

FOURTH: That said agreement of date, November 1, 1925, between said San Dieguito Water Company and said Santa Fe Irrigation District shall remain in full force, virtue and effect, save and except as the same is modified or supplemented by this agreement.

FIFTH: Time is hereby expressly declared to be of the essence of this agreement and of each and all of the provisions thereof. The terms, provisions, covenants and agreements of this indenture shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto.

SIXTH: This supplemental agreement shall not take effect until the same has been ratified and approved by San Diego Water Supply Company, a corporation (successor to San Dieguito Water Company), and by California District Securities Commission. The approval of this contract by said California district Securities Commission shall be obtained by said Santa Fe Irrigation District.

IN WITNESS WHEREOF, The City of San Diego, pursuant to resolution of its Council duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Council, attested by its City Clerk, and the seal of the City affixed hereto, and the said Santa Fe Irrigation District, pursuant to resolution of its Board of Directors duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Board of Directors, attested by its Secretary, and the seal of said District affixed hereto.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
A. W. BENNETT
L. E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of Council.

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

SANTA FE IRRIGATION DISTRICT
By IRA E. CONNER, President
W. A. SMART
O. REY RULE
J. C. COULOMBE
FRANK J. GILLOON
As Directors.

(SEAL) ATTEST:
W. O. BOETTIGER, Secretary.

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

On this 19th day of October, 1933, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, duly commissioned and sworn, personally appeared John F. Forward, Jr., Albert W. Bennett, Dan Rossi, Charles E. Anderson, LeRoy E. Goodbody, Wayne A. Hood and Harry Warburton, known to me to be the members of the Council of The City of San Diego, a municipal corporation in the County of San Diego, State of California, known to me to be the persons who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such 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 first hereinabove written.

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

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

On this 11th day of October, 1933, before me, Adelaide Vogel, a Notary Public in and for the County of _____, State of California, duly commissioned and sworn, personally appeared Ira E. Conner, W. A. Smart, O. Rey Rule, J. C. Coulombe and Frank J. Gilloon known to me to be Directors of the Santa Fe Irrigation District, 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.

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

(SEAL) ADELAIDE VOGEL
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the foregoing Supplemental Agreement, this 19 day of October, 1933.

C. L. BYERS, City Attorney
City Clerk

RECORDED OCT. 24, 1933 40 Min. past 9 A.M. At Request of / In Book 244 at Page 309 of Official Records, San Diego Co., Cal.

O. M. SWOPE, COUNTY RECORDER
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

G. A. FITZGERALL
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 Supplemental Agreement with Santa Fe Irrigation District, being Document No. 285409

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Skadston Deputy.

AGREEMENT

THIS AGREEMENT, dated October 16, 1933, made and entered into by and between SAN DIEGO WATER SUPPLY COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada and formerly known as San Dieguito Water Company, First Party, hereinafter sometimes called the "Water Company", and THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a freeholders' charter, situated in the County of San Diego, State of California, Second Party, hereinafter sometimes called the "City",

WITNESSETH:

WHEREAS, the parties hereto entered into a certain lease and Option Agreement, dated October 5, 1925, whereby the Water Company leased to the City for a term of thirty (30) years, with option to purchase at any time during such period, certain real and personal property, including, among other things, a certain dam and reservoir situated in San Diego County and commonly known as Hodges Dam and Lake Hodges, respectively; and

WHEREAS, both parties desire certain construction, reconstruction, repairs and betterments be made to said Hodges Dam, to cost approximately one hundred sixty thousand dollars (\$160,000.00); and

WHEREAS, both parties desire to join in the financing of said construction, reconstruction, repairs and betterments:

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY MUTUALLY AGREED as follows:

1. The City Agrees with all reasonable diligence to obtain the necessary funds, by loan or otherwise, to inaugurate and complete the construction, reconstruction, repairs and betterments of said Hodges Dam. The City further agrees to carry through to completion said construction, reconstruction, repairs and betterments in accordance with such plans and specifications therefor as may be approved by the State Engineer of the State of California.

2. The First Party agrees that in the event said construction, reconstruction, repairs and betterments shall have been commenced prior to August 1, 1934, it will on August 1, 1934, pay to the City for the purpose of assisting the City in repaying any loan or moneys obtained for the purpose of said construction, reconstruction, repairs and betterments, the sum of two thousand dollars (\$2,000.00), and First Party further agrees that in the event said construction, reconstruction, repairs and betterments of Hodges Dam are carried through to completion pursuant to such plans and specifications, it will on August 1st of each year subsequent to August 1, 1934, to and including August 1, 1955, pay to the City the further sum of two thousand dollars (\$2,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments.

3. It is further specifically understood and agreed that in the event the City shall, by reason of the exercise of its option to purchase said Dam or from any other cause, cease to make the payments of rental as provided in said Lease and Option Agreement, or in the event the City shall default in the full payment of any installment of said rental as provided in said Lease and Option Agreement, or fail to carry through to completion the construction, reconstruction, repairs and betterments of said Hodges Dam in accordance with plans and specifications approved by said State Engineer, then in any of such cases all obligations of the Water Company under this agreement shall cease and terminate and be of no further force and effect.

4. It is the intention of the parties that this agreement shall not alter, modify or change any term, condition or covenant in said Lease and Option Agreement, which instrument shall remain and continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the San Diego Water Supply Company has caused this instrument to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, as of the day and year first hereinabove written, and The City of San Diego, pursuant to resolution of its Council duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Council, attested by its City Clerk, and the seal of the City affixed hereto.

(SEAL) ATTEST:

E. W. FALLETT, Assistant Secretary

SAN DIEGO WATER SUPPLY COMPANY
By JOHN TREANOR, President

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 18th day of October A.D., 1933 before me, Atala M. Carter a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John Treanor and E. W. Fallett known to me to be the President and the Assistant Secretary respectively of the SAN DIEGO WATER SUPPLY COMPANY, the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

ATALA M. CARTER
Notary Public in and for said County and State.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of Council

I hereby approve the form of the foregoing Agreement this 23 day of October, 1933.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Water Supply Company, being Document No. 285500.

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

UNDERTAKING FOR STREET LIGHTING
ADAMS AVENUE LIGHTING DIS-
TRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED FIFTY EIGHT DOLLARS (\$258.00), 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 November, 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 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:
C. C. MAY, Assistant Secretary
(SEAL) ATTEST:
A. P. MULLER
Resident Assistant 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

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

On this 21st day of November, 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 November, 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. 60926 passed and adopted on the 30th day of October, 1933, require and fix the sum of \$258.00 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 29th day of November, 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 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, 1933, to-wit, to and including August 27, 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 Adams Avenue Lighting District No. 1", filed June 12, 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 Nine Hundred Seventy-six and 75/100 dollars (\$976.75) 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 Nine Hundred Seventy-six and 75/100 Dollars (\$976.75) shall be paid out of any other fund

than said special fund designated as "Adams Avenue Lighting District No. 1 Fund.

It is further mutually agreed that the said sum of \$976.75 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 Nine Hundred Seventy-six and 75/100 Dollars (\$976.75).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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:

C. C. MAY, Assistant Secretary

By W. F. RABER

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.

LEROY E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

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 22 day of November, 1933.

C. L. BYERS, City Attorney
By GILMORE GILLMAN, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Co., for Adams Ave. Lighting Dist. #1, being Document No. 286069.

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 11th day of December, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and RAY GAVIN, of Lakeside, California, hereinafter 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 leases unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

The southeast quarter of Section 22; the southwest quarter of the southwest quarter of Section 16; and the east half of the northeast quarter of Section 17; all in Township 12 South, Range 2 East, S.B.B.M., being 280 acres, more or less;

and said Lessor hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

The east half of the northwest quarter; the southwest quarter of the northwest quarter; the northeast quarter; the north half of the southwest quarter, of Section 27; the southwest quarter, the south half of the northwest quarter, the northwest quarter of the northwest quarter, and the east half of Section 21; the northwest quarter, the south half of the northeast quarter, the northeast quarter of the southeast quarter, of Section 28; the southeast quarter of the southeast quarter of Section 16; all in Township 12 South, Range 2 East, S.B.B.M., also, all that land lying below contour elevation 2113 feet, U.S.G. Survey datum, within the following described tracts; the northeast quarter of the northwest quarter of Section 21; the southeast quarter of the southwest quarter of Section 22; the east half of the southwest quarter, the northwest quarter of the southeast quarter, and the south half of the southeast quarter of Section 28, Township 12 South, Range 2 East, S.B.B.M., being 1328 acres, more or less.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term commencing January 1st, 1934, and ending December 31st, 1934, at a rental of Three Hundred Dollars (\$300.00) per year, payable in advance; provided, however, and in event Lessee shall well and truly perform all of the covenants and conditions by him to be kept and performed hereunder, the said term may, at the option of the Lessee be extended for an additional year, to-wit: from December 31st, 1934, to December 31st, 1935, upon the payment of the rental of Three Hundred Dollars (\$300.00) for said extended term, upon the same terms and conditions as herein contained, upon giving written notice to said City of Lessee's intention to exercise said option not less than thirty days prior to the expiration of said first year term.

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 the 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 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 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 AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
A. W. BENNETT
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council.

RAY GAVIN, Lessee
I hereby approve the form of the Foregoing Lease this 2nd day of December, 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 Ray Gaving, being Document No. 286157.

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

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, INTERNATIONAL HARVESTER COMPANY OF AMERICA, 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 one hundred sixty-four Dollars (\$3,164.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 9th day of December, 1933.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 9th day of December, 1933, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City nine (9) certain automobile trucks, of a type and character known and described as "two-ton, 6 cylinder, Model B-4, International Trucks," all in accordance with 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 instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 9th day of December, 1933.

INTERNATIONAL HARVESTER CO. OF AM.

ATTEST:
G. W. TEEL

By M. COLE, Sales Manager
By L. S. KOENIG, Branch Mgr.

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

(SEAL) ATTEST:
A. P. MUELLER
Resident Assistant Secretary.

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

On this 9th day of December, 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 8 day of December, 1933.
C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City
Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 18th day of December, 1933.

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

LeROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 9 day of December, 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 INTERNATIONAL HARVESTER COMPANY OF AMERICA, 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:

Nine (9) certain automobile trucks, of a type and character known and described by the manufacturer and contractor as "2-ton, 6 cylinder Model B-4, International Trucks."

Said contractor agrees to deliver said trucks to said City within at once days from and after the date of the execution of this contract.

Said contractor hereby agrees to furnish and deliver the said trucks hereinabove described at and for the price of twelve thousand, six hundred fifty-five and 53/100 dollars (\$12,655.53); provided, however, that the contractor agrees to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of The City of San Diego in nine (9) certain used automobile trucks, said trucks and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

City Number	Type	Year	Allowance on Purchase Price
258	International	1924	\$ 75.00
259	International	1924	\$ 75.00
264	International	1924	\$ 75.00
267	International	1925	\$ 75.00
268	International	1925	\$ 75.00
269	International	1925	\$ 75.00
226	Moreland	1919	\$ 50.00
250	Fageol	1923	\$ 50.00
210	Moreland	1920	\$ 50.00

Said City, in consideration of the furnishing and delivery of said nine (9)

automobile trucks, known and described as "2-ton, 6 cylinder, Model B-4, International trucks," 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 trucks by the City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of twelve thousand fifty-five and 53/100 dollars (\$12,055.53), and will execute and deliver to said contractor a conveyance of the interest of The City of San Diego in nine (9) certain used automobile trucks, said trucks and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

City Number	Type	Year	Allowance on Purchase Price
258	International	1924	\$ 75.00
259	International	1924	\$ 75.00
264	International	1924	\$ 75.00
267	International	1925	\$ 75.00
268	International	1925	\$ 75.00
269	International	1925	\$ 75.00
226	Moreland	1919	\$ 50.00
250	Pageol	1923	\$ 50.00
210	Moreland	1920	\$ 50.00

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

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 or material delivered by said contractor unless authorized and directed by resolution of said Council to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61177, 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 F. M. LOCKWOOD, City Manager
INTERNATIONAL HARVESTER CO. OF AM.
By M. COLE, Sales Manager
By L. S. KOENIG, Branch Mgr.

I hereby approve the form of the foregoing contract, this 8 day of December, 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 Contract with International Harvester Co., being Document No. 286324.

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 28th day of December, 1933, 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 the City Manager of said City under and by virtue of the authority conferred by Ordinance No. 359 (New Series) of the ordinances of said City, authorizing the execution of this lease, and L. JAY WATERBURY, 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, those portions of the City's Pueblo Lands lying north of the San Diego River, particularly described as follows, to-wit:

Pueblo Lots 1240, 1269, 1272, 1273, 1293 and 1294; subject to all existing leases upon said lands, or any portion thereof.

Said property is hereby leased to the Lessee for the purpose of drilling for, producing, extracting and taking oil, gas, asphaltum, mineral and other hydrocarbon substances from, and storing the same upon said land during the term of this lease, hereinafter specified, with the right to enter upon said land at all times for said purposes, and from time to time to construct, use, maintain, erect, repair, replace and remove thereon and therefrom all buildings, tanks, machinery, telephone and telegraph wires and other structures, including all pipe lines which the Lessee may desire in carrying on its 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 a 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 its 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 Lessee hereby covenants and agrees that he will within one (1) year 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 hydrocarbon substances are found in paying quantities by the Lessee or until said well has been drilled to a depth of four thousand five hundred (4,500) feet, unless formation is encountered at a lesser depth that would indicate to the geologist of the Lessee that further drilling would be unsuccessful; provided, however, anything to the contrary notwithstanding, the Lessee further covenants and agrees that in the event the well now being drilled by said Lessee upon Pueblo Lot 1250 shall produce oil in paying quantities as the same is defined in this

lease, he will within one hundred twenty (120) days from the completion of such well begin the drilling of a well upon the demised premises in the manner 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 hereinafter provided, to-wit:

(1) Lessee may at any time after the commencement of drilling, and before the discovery of oil on the demised premises, quitclaim the said property to the City, its successors and assigns, and thereupon all rights and obligations of the parties hereto, one to the other, shall cease and determine.

(2) After the discovery of oil, the Lessee may at any time quitclaim any part of said land to the City, its successors and assigns. On the expiration of the fifteen (15) year period, Lessee shall have the right to operate, deepen, redrill and properly maintain all producing wells upon said property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operations, not to exceed five (5) acres for each well. Except as herein provided, full right to said land shall revert to the City free and clear of all claims of the Lessee, except that the City, its successors or assigns, shall not drill any wells upon said land within three hundred (300) feet of any producing well; provided, however, that the last limitation on the right of the City to drill shall not apply to the drilling by said City of a well to oil bearing sands at a lower depth than the then existing, producing wells of the Lessee; and provided, further, that the City when going through the oil sand at the depth of the Lessee's producing wells shall properly safeguard the Lessee's rights by proven methods of shutting out water and all other dangers usual to such drilling.

(3) In the event of the cancellation of this lease, either in whole or in part, or the termination hereof under the terms hereof, either by expiration, surrender or forfeiture, the Lessee will well, truly and peaceably surrender up the possession of all of those portions of said leased premises as to which said lease may be cancelled, surrendered or terminated, and execute and deliver to the City a good and sufficient quitclaim deed acknowledging and evidencing such termination and cancellation according to the fact. Should it become necessary to institute a suit to quiet title and clear the record title of said land occasioned by the recording of this lease, the Lessee will pay all costs of suit, including attorney's fee 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 shall comply with all State requirements relative to the abandonment of oil wells; 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 (1) 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 (1) well to every ten (10) acres in area on the premises hereby leased.

(5) In the event of the discovery of oil in any well on adjacent property, within two hundred (200) feet of the boundary line of demised premises, and the production of oil therefrom in paying quantities for a period of thirty (30) consecutive days, then within ninety (90) days thereafter a well shall be commenced by the Lessee on the demised property to offset said producing well, at any point within two hundred (200) feet from a line running at right angles to boundary line through said well; said well not to be drilled, however, more than two hundred (200) feet from the boundary line of the demised property; provided, however, that nothing in this paragraph contained shall be construed as obligating the Lessee to drill upon the premises herein authorized to be leased more than an average of one well to every ten (10) acres.

(6) Drilling and pumping operations shall be suspended on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, riots, delays in transportation, interference of State or Federal action, or other causes beyond the reasonable control of the Lessee, or as long as oil of the quality produced on said property shall be less than seventy-five (75) 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 hydrocarbon substance produced and saved therefrom from each well, said payment to be made in money; and the Lessee shall pay to the City on the 15th 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 10th 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 its improvements and seven-eighths (7/8) of the increase of the taxes resulting from the discovery of oil or gas on the said property and of all oil stored on said land on the first Monday in March.

(14) All payments to the City shall be made by paying the same to the City Treasurer, at his office in the City of San Diego, or at any change of address of which Lessee has notice in writing from the City.

(15) A well in paying quantities is hereby defined as a well producing forty (40) barrels of oil per day for thirty (30) consecutive days. This definition shall not apply to wells to be operated on the expiration of the fifteen (15) year period, or on the abandonment of a portion of the premises, and in such cases the Lessee may operate such wells as Lessee in his discretion shall deem sufficiently productive to operate.

(16) Lessee shall carry on all operations in a careful workmanlike manner, and in accordance with the laws of the State of California. The Lessee shall keep full record of the operations and production and sales of products from said property, and such records and operations on the property shall be at all reasonable times open to the 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 agrees to conduct his operations so as to interfere as little as is consistent with the economic operations of oil with the use of land for agricultural and grazing purposes, and agrees 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 its 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 covenants or agreements by him to be done or performed hereunder, and such default shall be of a kind curable with reasonable diligence within thirty (30) days, and shall continue uncured for a period of exceeding thirty (30) days after he has had written notice of said default and the character thereof, or if the Lessee shall not have begun in good faith to remedy any such default, within said period of thirty (30) days after such notice, then and in such case, this lease shall become void at the option of the City, and the Lessee shall thereupon vacate said premises, surrendering the same to the City, and shall execute and deliver to the City a proper quitclaim deed releasing all his rights, title and interest in said demised land, saving only the right to remove his property therefrom as hereinabove provided. But in the event of any such forfeiture, the Lessee shall have the right, subject to the terms of this lease, as to royalty and other matters, to retain any well or wells theretofore completed, or on which work is being done in good faith at the time of such forfeiture, so long as any such well or wells shall continue to produce oil or gas in quantities sufficient to pay to pump or otherwise produce or save, together with a sufficient parcel of land around each well, not to exceed five (5) acres, with rights of access to and from for maintenance and operation of the same.

(24) Any notice from the City to the Lessee may be given by sending the same by registered mail addressed to the Lessee, or his successors or assigns, at 713 "C" Street, San Diego, Phone M.0801. The Lessee may at any time by a written notice to the City change the place of giving notice, and after such written notice to the City by registered mail, the City shall send all notices intended for the Lessee, or his successors or assigns, to the address which may be so indicated.

(25) Any notice from the Lessee to the City may be given by sending the same by registered mail addressed to The City of San Diego, at the City Hall, San Diego, California.

(26) All work done on the land by the Lessee shall be at the Lessee's sole cost and expense, and the Lessee agrees to protect the land of the City from all claims of contractors, laborers or materialmen, and the City may post and keep posted on said land such notices as it may desire in order to protect said land from liens.

(27) On the expiration of this lease, or the sooner termination thereof, Lessee shall quietly and peaceably surrender possession of the premises to the City, and so far as possible cover all sump-holes and excavations made by him and restore the land as nearly as practicable to the condition in which it was received.

(28) The definition of the phrases "commence the drilling of a test well," or "commence the drilling of a well," as used in this lease, shall be understood and agreed to be as follows: To purchase materials and equipment, to begin the erection of a derrick, to order other materials and equipment, to thereafter prosecute with diligence the erection of a drilling rig to completion, or to move a complete drilling rig on the property and thereafter prosecute the drilling of a well, with diligence, until completed under the terms of this lease.

(29) This lease shall run to and be binding upon the successors and assigns of the parties hereto, and in the event of an assignment thereof by the Lessee, all obligations on his part shall cease and determine, and be assumed by his assignee or assignees; provided, however, that this lease shall not be assigned without the consent in writing of the Council of The City of San Diego.

(30) It is mutually agreed between the parties hereto that the Lessee will, prior to the delivery of this lease to the said Lessee, execute and place in escrow with the Director of the Department of Public Works of The City of San Diego a quitclaim deed to the lands herein described, and containing a release and surrender of all its rights under this lease, said quitclaim deed to be delivered to the City for recordation if the Lessee fails to commence drilling operations upon the lands herein described within twelve (12) months after the execution of this lease, as provided in the fourth paragraph of this lease, or whenever it is determined that said Lessee has failed to discover gas, oil, or other hydrocarbon 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.

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 hereunto subscribed his name, this 28th day of December, 1933.

THE CITY OF SAN DIEGO
By F.M. LOCKWOOD, City Manager

L. JAY WATERBURY, Lessee.

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

On this 28th day of December A.D. 1933, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. JAY WATERBURY, 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) FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the foregoing Lease, this 28th day of December, 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 Oil Lease, with L. Jay Waterbury, being Document No. 286407.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Madatton 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-EIGHT DOLLARS (\$478.00), 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 December, 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, AEGECIRAS 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. 60417, adopted by the Council July 10, 1933, 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)
COUNTY OF SAN DIEGO) ss.

On this 12th day of December, 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 30 day of Dec.,
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. 60990 passed and adopted on the 13th day of November, 1933, require and fix the sum of \$478.00 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 8th day of January, 1934, 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 including October 1, 1933, to-wit, to and including September 30, 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 Sunset Cliffs Lighting District No. 1", filed July 14, 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 Eight Hundred Twelve and 60/100 Dollars (\$1,812.60) 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 (\$1,812.60) 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 One Thousand Eight Hundred Twelve and 60/100 Dollars (\$1,812.60) 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 (\$1,812.60).

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
WAYNE A. HOOD
LEROY E. GOODBODY
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 Contract, this 30 day of Dec., 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, for Sunset Cliffs Lighting District #1, being Document No. 286434.

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

UNDERTAKING FOR STREET LIGHTING
ROSEVILLE LIGHTING DISTRICT
NO. 1

KNOWALL 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 12th day of December, 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 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, 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
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 PAUL WOLCOTT, Resident Vice-President

On this 12th day of December, 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 30 day of December, 1933.

C. L. BYERS, City Attorney
By GILMORE TILMAN, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 60988 passed and adopted on the 13th day of November, 1933, 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 8th day of January, 1934, 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;
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.

Such furnishing of electric current shall be for a period of one year from and including October 15, 1933, to-wit, to and including October 14, 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 Roseville Lighting District No. 1", filed August 30, 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 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 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 Two Hundred Six Dollars (\$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

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

THE CITY OF SAN DIEGO.
By A. W. BENNETT
WAYNE A. HOOD
LEROY E. GOODBODY
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the form of the foregoing Contract, this 30 day of December, 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. 286435.

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, under date of October 16, 1933, this corporation and The City of San Diego entered into an agreement for the purpose of providing for the construction, reconstruction, repairs and betterment of the Hodges Dam at Lake Hodges in San Diego County, California, and for the contribution to said purpose by this corporation of certain funds as specified therein; and

WHEREAS, it now appears necessary for said City to obtain additional funds in order to inaugurate and complete said construction, reconstruction, repairs and betterments to said dam, and consequently that this corporation shall make further contribution to said purpose;

NOW, THEREFORE, BE IT RESOLVED: That John Treanor, as President of this corporation, be and he is hereby authorized under the seal of this corporation to enter into such agreement with The City of San Diego with reference to said construction, reconstruction, repairs and betterments to said Hodges Dam as in his judgment may seem best.

STATE OF CALIFORNIA)
CITY AND COUNTY OF:) SS.
SAN FRANCISCO)

I, Wm. H. Metcalf, Secretary of San Diego Water Supply Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of said corporation at a special meeting of said Board duly and regularly held on the 28th day of November, 1933; and I do hereby further certify that said resolution is now in full force and effect and has not been rescinded, vacated or modified in anyway.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 28th day of November, 1933.
(SEAL)

WM. H. METCALF, Secretary
THIS AGREEMENT, made and entered into the 29th day of November, 1933, by and between SAN DIEGO WATER SUPPLY COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada and formerly known as San Dieguito Water Company, first party, hereinafter sometimes called the "Water Company", and THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a freeholders' charter, situated in the County of San Diego, State of California, second party, hereinafter sometimes called the "City."

WITNESSETH:

WHEREAS, the parties hereto entered into a certain lease and option agreement dated October 5, 1925, whereby the Water Company leased to the City for a term of thirty (30) years, with option to purchase at any time during such period, certain real and personal property, including, among other things, a certain dam and reservoir situated in San Diego County and commonly known as Hodges Dam and Lake Hodges, respectively; and

WHEREAS, both parties desire certain construction, reconstruction, repairs and betterments to be made to said Hodges Dam, to cost approximately one hundred sixty thousand dollars (\$160,000.00); and

WHEREAS, both parties desire to join in the financing of said construction, reconstruction, repairs and betterments; and

WHEREAS, the parties hereto entered into a certain agreement dated October 16, 1933, whereby the City agreed, with all reasonable diligence, to obtain the necessary funds, by loan or otherwise, to inaugurate and complete the construction, reconstruction, repairs and betterment of said Hodges Dam, and agreed further to carry through to completion said construction, reconstruction, repairs and betterments in accordance with such plans and specifications therefor as might be approved by the State Engineer of the State of California, and the Water Company agreed, subject to the conditions therein stated and in installments as therein set forth, to pay to the City the sum of forty-four thousand dollars (\$44,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments; and

WHEREAS, it now appears that it is necessary for the City to obtain additional funds in order to inaugurate and complete said construction, reconstruction, repairs and betterments:

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed as follows:

1. First party agrees that in the event said construction, reconstruction, repairs and betterments of said Hodges Dam shall have been commenced prior to August 1, 1934, it will on October 1, 1934, pay to the City for the purpose of assisting the City in repaying any loan or moneys obtained for the purpose of said construction, reconstruction, repairs and betterments, the sum of two thousand dollars (\$2,000.00), and first party further agrees that in the event said construction, reconstruction, repairs and betterments of Hodges Dam are carried through to completion pursuant to such plans and specifications therefor as may be approved by the State Engineer of the State of California, it will on October 1st of each year subsequent to October 1, 1934, to and including October 1, 1955, pay to the City the further sum of two thousand dollars (\$2,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments.

2. The City hereby covenants and agrees to assign and transfer to said Water Company, and to deliver into escrow to First National Trust & Savings Bank of San Diego as escrow holder, those certain warrants hereinafter described, together with such escrow instructions as may be necessary or proper in order that the terms and provisions hereof may be fully complied with. Said warrants are five warrants of Santa Fe Irrigation District, a state agency organized and operating under the California

3. It is the intention of the parties that this agreement shall not alter, modify or change any term, condition or covenant in said lease and option agreement, which instrument shall remain and continue in full force and effect in accordance with the terms thereof.

(SEAL) ATTEST:
E. W. FALETTE, Assistant Secretary

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.

A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON

C. L. BYERS, City Attorney

On this 29th day of November, 1933, before me, Ella Scott, a Notary Public in and for the said County and State, personally appeared JOHN TREANOR, known to me to be the President, and E. W. FALLETT, known to me to be the Assistant Secretary of the SAN DIEGO WATER SUPPLY COMPANY, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

(SEAL)
My commission expires
April 21, 1937.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, with San Diego Water Supply Co., being Document No. 286094.

By August M. Nordstrom Deputy.

GUARANTY

WHEREAS, it has been at all times contemplated by said San Diego Water Supply Company, The City of San Diego and the undersigned that the performance by said San Diego Water Supply Company of said agreement and the payments of the sums therein provided to be paid should be guaranteed by the undersigned;

Acceptance of this guaranty is hereby waived.

IN WITNESS WHEREOF, San Diego County Water Company has caused this instrument to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the 28th day of November, 1933.

SAN DIEGO COUNTY WATER COMPANY
By GRIFFITH HENSHAW, President
And WM. H. METCALF, Secretary

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS.
SAN FRANCISCO)

I, Wm. H. Metcalf, Secretary of San Diego County Water Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of said corporation at a special meeting of said Board duly and regularly held on the 28th day of November, 1933; and I do hereby further certify that said resolution is now in full force and effect and has not been rescinded, vacated or modified in any way.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed the corporate seal of said corporation this 28th day of November, 1933.
(SEAL)

WM. H. METCALF, Secretary.

GUARANTY

WHEREAS, SAN DIEGO WATER SUPPLY COMPANY, a Nevada corporation, and THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a freeholder's charter, situate in the County of San Diego, State of California, entered into a certain agreement dated October 16, 1933, a copy of which is attached hereto, marked Exhibit A and by this reference made a part hereof, wherein and whereby the said San Diego Water Supply Company agreed to pay to said The City of San Diego the sum of \$44,000.00 in installments and subject to the conditions therein set forth; and

WHEREAS, it has been at all times contemplated by said San Diego Water Supply Company, The City of San Diego and the undersigned that the performance by said San Diego Water Supply Company of said agreement and the payments of the sums therein provided to be paid should be guaranteed by the undersigned;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned, San Diego County Water Company, hereby guarantees to The City of San Diego the faithful performance by San Diego Water Supply Company of every covenant and agreement by it to be performed contained in the said agreement attached hereto and the full payment of all sums therein provided to be paid by said San Diego Water Supply Company.

Acceptance of this guaranty is hereby waived

IN WITNESS WHEREOF, San Diego County Water Company has caused this instrument to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed the 28th day of November, 1933.

(SEAL)

SAN DIEGO COUNTY WATER COMPANY
By GRIFFITH HENSHAW, President
And WM. H. METCALF, Secretary.

THIS AGREEMENT, dated October 16, 1933, made and entered into by and between SAN DIEGO WATER SUPPLY COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada and formerly known as San Dieguito Water Company, First Party, hereinafter sometimes called the "Water Company", and THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a freeholders' charter, situated in the County of San Diego, State of California, Second Party, hereinafter sometimes called the "City",

WITNESSETH:

WHEREAS, the parties hereto entered into a certain lease and Option Agreement, dated October 5, 1925, whereby the Water Company leased to the City for a term of thirty (30) years, with option to purchase at any time during such period, certain real and personal property, including, among other things, a certain dam and reservoir situated in San Diego County and commonly known as Hodges Dam and Lake Hodges, respectively; and

WHEREAS, both parties desire certain construction, reconstruction, repairs and betterments to be made to said Hodges Dam, to cost approximately one hundred sixty thousand dollars (\$160,000.00); and

WHEREAS, both parties desire to join in the financing of said construction, reconstruction, repairs and betterments;

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY MUTUALLY AGREED as follows:

1. The City Agrees with all reasonable diligence to obtain the necessary funds, by loan or otherwise, to inaugurate and complete the construction, reconstruction, repairs and betterments of said Hodges Dam. The City further agrees to carry through to completion said construction, reconstruction, repairs and betterments in accordance with such plans and specifications therefor as may be approved by the State Engineer of the State of California.

2. The First Party agrees that in the event said construction, reconstruction, repairs and betterments shall have been commenced prior to August 1, 1934, it will on August 1, 1934, pay to the City for the purpose of assisting the City in repaying any loan or moneys obtained for the purpose of said construction, reconstruction, repairs and betterments, the sum of two thousand dollars (\$2,000.00), and First Party further agrees that in the event said construction, reconstruction, repairs and betterments of Hodges Dam are carried through to completion pursuant to such plans and specifications, it will on August 1st of each year subsequent to August 1, 1934, to and including August 1, 1955, pay to the City the further sum of two thousand dollars (\$2,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments.

3. It is further specifically understood and agreed that in the event the City shall, by reason of the exercise of its option to purchase said Dam or from any other cause, cease to make the payments of rental as provided in said Lease and Option Agreement, or in the event the City shall default in the full payment of any installment of said rental as provided in said Lease and Option Agreement, or fail to carry through to completion the construction, reconstruction, repairs and betterments of said Hodges Dam in accordance with plans and specifications approved by said State Engineer, then in any of such cases all obligations of the Water Company under this agreement shall cease and terminate and be of no further force and effect.

4. It is the intention of the parties that this agreement shall not alter, modify or change any term, condition or covenant in said Lease and Option Agreement, which instrument shall remain and continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the San Diego Water Supply Company has caused this instrument to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, as of the day and year first hereinabove written, and The City of San Diego, pursuant to resolution of its Council duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Council, attested by its City Clerk, and the seal of the City affixed hereto.

(SEAL) ATTEST:
E. W. Fallett, Assistant Secretary

SAN DIEGO WATER SUPPLY COMPANY
By John Treanor, President

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of Council.

I hereby approve the form of the foregoing Agreement this 23 day of Oct., 1933
C. L. BYERS, City Attorney

State of California)) ss.
County of Los Angeles)

On this 18th day of October, A.D., 1933, before me, Atala M. Carter a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John Treanor and E. W. Fallett known to me to be the President and the Assistant Secretary respectively of the SAN DIEGO WATER SUPPLY COMPANY the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) ATALA M. CARTER
Notary Public in and for said County and State.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Guaranty of San Diego County Water Co., being Document No. 286095.

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

RESOLVED: That Griffith Henshaw, as President, and Wm. H. Metcalf, as Secretary, of this corporation be and they are hereby authorized to make, execute and deliver under the corporate seal of this corporation a guaranty to The City of San Diego in words and figures as follows, to-wit:

GUARANTY

WHEREAS, San Diego Water Supply Company, a Nevada Corporation, and The City of San Diego, a municipal corporation duly organized and existing under a Freeholders' Charter, situate in the County of San Diego, California, entered into a certain agreement Nov. 29th, 1933, a copy of which is attached hereto, marked "Exhibit A" and by this reference made a part hereof, wherein and whereby said San Diego Water Supply Company agrees to pay to said The City of San Diego the sums of money in installments as specified therein and subject to the conditions therein set forth; and

WHEREAS, it has been at all times contemplated by said San Diego Water Supply Company, The City of San Diego and the undersigned that the performance by said San Diego Water Supply Company of said agreement and the payments of the sums therein provided to be paid should be guaranteed by the undersigned;

NOW, THEREFORE, in consideration of the sum of \$10 in hand paid, receipt whereof is hereby acknowledged, and other good and valuable consideration, the undersigned, SAN DIEGO COUNTY WATER COMPANY, hereby guarantees to The City of San Diego the faithful performance by San Diego Water Supply Company of every covenant and agreement by it to be performed, contained in said agreement attached hereto, and the full payment of all sums therein provided to be paid by said San Diego Water Supply Company.

Acceptance of this guaranty is hereby waived.

IN WITNESS WHEREOF, SAN DIEGO COUNTY WATER COMPANY has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereto affixed, the 29th day of November, 1933.

SAN DIEGO COUNTY WATER COMPANY
By GRIFFITH HENSHAW, President
And WM. H. METCALF, Secretary.

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS.
SAN FRANCISCO)

I, Wm. H. Metcalf, Secretary of San Diego County Water Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of said corporation at a special meeting of said Board duly and regularly held on the 28th day of November, 1933; and I do hereby further certify that said resolution is now in full force and effect and has not been rescinded, vacated or modified in any way.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 28th day of November, 1933.

(SEAL) WM. H. METCALF, Secretary

GUARANTY

WHEREAS, San Diego Water Supply Company, a Nevada Corporation, and The City of San Diego, a municipal corporation duly organized and existing under a Freeholders' Charter, situate in the County of San Diego, California, entered into a certain agreement dated Nov. 29th, 1933, a copy of which is attached hereto, marked "Exhibit A" and by this reference made a part hereof, wherein and whereby said San Diego Water Supply Company agrees to pay to said The City of San Diego the sums of money in installments as specified therein and subject to the conditions therein set forth; and

WHEREAS, it has been at all times contemplated by said San Diego Water Supply Company, The City of San Diego and the undersigned that the performance by said San Diego Water Supply Company of said agreement and the payments of the sums therein provided to be paid should be guaranteed by the undersigned;

NOW, THEREFORE, in consideration of the sum of \$10 in hand paid, receipt whereof is hereby acknowledged, and other good and valuable consideration, the undersigned, SAN DIEGO COUNTY WATER COMPANY, hereby guarantees to The City of San Diego the faithful performance by San Diego Water Supply Company of every covenant and agreement by it to be performed, contained in said agreement attached hereto, and the full payment of all sums therein provided to be paid by said San Diego Water Supply Company.

Acceptance of this guaranty is hereby waived.

IN WITNESS WHEREOF, SAN DIEGO COUNTY WATER COMPANY has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereto affixed, the 29th day of November, 1933.

(SEAL)

SAN DIEGO COUNTY WATER COMPANY
By GRIFFITH HENSHAW, President
and WM. H. METCALF, Secretary

THIS AGREEMENT, made and entered into the 29th day of November, 1933, by and between SAN DIEGO WATER SUPPLY COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada and formerly known as San Dieguito Water Company, first party, hereinafter sometimes called the "Water Company", and THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a freeholders' charter, situated in the County of San Diego, State of California, second party, hereinafter sometimes called the "City."

WITNESSETH:

WHEREAS, the parties hereto entered into a certain lease and option agreement dated October 5, 1925, whereby the Water Company leased to the City for a term of thirty (30) years, with option to purchase at any time during such period, certain real and personal property, including, among other things, a certain dam and reservoir situated in San Diego County and commonly known as Hodges Dam and Lake Hodges, respectively; and

WHEREAS, both parties desire certain construction, reconstruction, repairs and betterments to be made to said Hodges Dam, to cost approximately one hundred sixty thousand dollars (\$160,000.00); and

WHEREAS, both parties desire to join in the financing of said construction, reconstruction, repairs and betterments; and

WHEREAS, the parties hereto entered into a certain agreement dated October 16, 1933, whereby the City agreed, with all reasonable diligence, to obtain the necessary funds, by loan or otherwise, to inaugurate and complete the construction, reconstruction, repairs and betterment of said Hodges Dam, and agreed further to carry through to completion said construction, reconstruction, repairs and betterments in accordance with such plans and specifications therefor as might be approved by the State Engineer of the State of California, and the Water Company agreed, subject to the conditions therein stated and in installments as therein set forth, to pay to the City the sum of forty-four thousand dollars (\$44,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments; and

WHEREAS, it now appears that it is necessary for the City to obtain additional funds in order to inaugurate and complete said construction, reconstruction, repairs and betterments:

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed as follows:

1. First party agrees that in the event said construction, reconstruction, repairs and betterments of said Hodges Dam shall have been commenced prior to August 1, 1934, it will on October 1, 1934, pay to the City for the purpose of assisting the City in repaying any loan or moneys obtained for the purpose of said construction, reconstruction, repairs and betterments, the sum of two thousand dollars (\$2,000.00), and first party further agrees that in the event said construction, reconstruction, repairs and betterments of Hodges Dam are carried through to completion pursuant to such plans and specifications therefor as may be approved by the State Engineer of the State of California, it will on October 1st of each year subsequent to October 1, 1934, to and including October 1, 1955, pay to the City the further sum of two thousand dollars (\$2,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments.

2. The City hereby covenants and agrees to assign and transfer to said Water Company, and to deliver into escrow to The First National Trust and Savings Bank of San Diego as escrow holder, those certain warrants hereinafter described, together with such escrow instructions as may be necessary or proper that the terms and provisions hereof may be fully complied with. Said warrants are five warrants of Santa Fe Irrigation District, a state agency organized and operating under the California Irrigation District Act, dated November 14, 1933, in the aggregate amount of \$62,841.68. Two of said warrants are in the amount of \$12,568.33, and three of said warrants are in the amount of \$12,568.34. Said warrants are the second, third, fourth, fifth, and sixth warrants described in that certain "Agreement Providing for the Payment of Indebtedness to the City of San Diego and said Santa Fe Irrigation District, dated October 19, 1933; a copy of which is attached hereto, marked Exhibit A and by this reference made a part hereof. Said escrow holder shall during the life of said escrow present each of said warrants for payment at the time and in the manner prescribed in said warrants and in Exhibit A hereto attached, and as the cash proceeds therefrom are received shall pay the same over to the Water Company until said Water Company has received out of said escrow the sum of Twenty-four thousand and eighty-three dollars and sixteen cents (\$24,083.16), together with interest from October 1, 1934 at the rate of six per cent per annum upon the balance of said sum from time to time remaining unpaid. After the Water Company has received said sum of \$24,083.16, together with interest as aforesaid, said escrow shall terminate and the cash and warrants, if any, held in said escrow shall be paid over and returned to the City. The City hereby further covenants and agrees promptly to pay all costs, fees, and charges in connection with or arising out of said escrow. Said Water Company is authorized to bring any action or actions and to take any legal proceedings of any nature whatsoever for the collection of said warrants, or any thereof, and any expenses incurred by said Water Company in the collection of said warrants shall be paid from the sums collected.

3. (Eliminated)

4. It is the intention of the parties that this agreement shall not alter, modify or change any terms, condition or covenant in said lease and option agreement, which instrument shall remain and continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, San Diego Water Supply Company has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the day and year first hereinabove written, and the City of San Diego, pursuant to resolution of its Council duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Council, attested by its City Clerk, and the seal of the City affixed hereto.

ATTEST:
E. W. Fallett, Assistant Secretary

SAN DIEGO WATER SUPPLY COMPANY
By JOHN TREANOR, President.

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of Council.

I hereby approve the form of the foregoing Agreement this 29 day of Nov., 1933
C. L. BYERS, City Attorney

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

On this 29th day of November, 1933, before me, Ella Scott a Notary Public in and for the said County and State, personally appeared JOHN TREANOR, known to me to be the President, and E. W. FALLETT, known to me to be the Assistant Secretary of the SAN DIEGO WATER SUPPLY COMPANY, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

My commission expires
April 21, 1937.

ELLA SCOTT
Notary Public in and for said County and State.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Guaranty of of San Diego County Water Co., being Document No. 286096.

By August M. G. G. G. G. Deputy.

WHEREAS, there has been presented to this meeting a copy of a certain Agreement dated as of the 19th day of October, 1933, between the City of San Diego and Santa Fe Irrigation District, modifying and supplementing in certain respects that certain Agreement dated November 1, 1925, between San Dieguito Water Company and said Santa Fe Irrigation District; and

WHEREAS, it is provided in article "Sixth" of said first mentioned Agreement that the same shall not take effect until it has been ratified and approved by San Diego Water Supply Company; and

WHEREAS, it appears that unless said Agreement of November 1, 1925, is so modified and supplemented, said Santa Fe Irrigation District will be unable to comply therewith hereafter and the same will become of little or no value, and it is therefore deemed to be to the best interests of this corporation and its shareholders that said Agreement of October 19, 1933, shall take effect;

NOW, THEREFORE, BE IT RESOLVED that said Agreement of October 19, 1933, be and the same hereby is ratified and approved.

RESOLVED, FURTHER, that the secretary of this corporation be and he hereby is directed to place a copy of said Agreement of October 19, 1933, in the book of minutes of this corporation.

RESOLVED, FURTHER, that the secretary of this corporation be and he hereby is authorized and directed to execute a certificate of the adoption of this resolution and forward a copy hereof, so certified, to the City of San Diego and another copy hereof, similarly certified, to Santa Fe Irrigation District.

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS
SAN FRANCISCO.)

I, Wm. H. Metcalf, the Secretary of San Diego Water Supply Company, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly passed at a meeting thereof duly called and held at the office of said company on the 16th day of November, 1933, as the said resolution appears in the minutes of said meeting and the same has not been rescinded or modified and is now in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said corporation this 16th day of November, 1933.
(SEAL) WM. H. METCALF, Secretary

WM. H. METCALF, Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Ratification by San Diego Water Supply Co. of Supplemental Agreement with Santa Fe Irrigation Dist, being Document No. 286571.

Allen H. Wright
City Clerk of The City of San Diego, California
By *James M. Kasstrom* Deputy

UNDERTAKING FOR STREET LIGHTING
LOGAN AVENUE LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 12th day of December, 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 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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER, 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 December, 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 30 day of December, 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. 61009, passed and adopted on the 20th day of November, 1933, 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 LOGAN AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 8th day of January, 1934, 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, 1933, to-wit, to and including November 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 Logan Avenue Lighting District No. 1", filed August 30, 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 Four Hundred Eighteen and 95/100 Dollars (\$418.95) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund".

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 Eighteen and 95/100 Dollars (\$418.95) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of Four Hundred Eighteen and 95/100 Dollars (\$418.95) 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 Four Hundred Eighteen and 95/100 Dollars (\$418.95).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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 A. W. BENNETT
WAYNE A. HOOD
LEROY E. GOODBODY
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 Contract, this 30 day of December, 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, for Logan Avenue Lighting Dist. #1, being Document No. 286436.

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

UNDERTAKING FOR STREET LIGHTING LA PLAYA 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 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 12th day of December, 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; 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:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER, 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)
COUNTY OF SAN DIEGO) ss.

On this 12th day of December, 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 30 day of December, 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. 61010, passed and adopted on the 20th day of November, 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 8th day of January, 1934, 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; and

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, 1933, to-wit, to and including November 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 La Playa Lighting District No. 1", filed August 30, 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 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 Two Hundred Seventy and 86/100 Dollars (\$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 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.

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 A. W. BENNETT
Le ROY E. GOODBODY
WAYNE A. HOOD
CHAS. E. ANDERSON

I hereby approve the form of the foregoing Contract, this 30 day of October, 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, for La Jolla Lighting Dist. #1, being Document No. 286437.

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, GENERAL CHEMICAL COMPANY, as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen Hundred Dollars (\$1500.00), lawful money of the United States, 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 December, 1933.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 8th day of January, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City Five (5) carloads, of 40 tons each, of sulphate of alumina, in accordance with the specifications set forth and contained in said contract.

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

IN WITNESS WHEREOF, the said principal has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 15th day of December, 1933.

(SEAL) ATTEST:
C. WM. MILLARD, Secretary

GENERAL CHEMICAL COMPANY
By F. H. NICHOLS, Vice-President

(SEAL)

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 15th day of December in the year One Thousand Nine Hundred and Thirty-Three before me Paul J. Emme a Notary Public in and for the said County of Los Angeles residing therein, duly commissioned and sworn, personally appeared William J. Bennett known to me to be the Attorney of THE FIDELITY AND CASUALTY COMPANY of NEW YORK, the Corporation that executed the within instrument, and known to me to be the persons who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My commission expires
5-22-35

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

I hereby approve the form of the foregoing Bond this 1st day of December, 1933.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 8th day of January, 1934.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

A. W. BENNETT
CHAS. E. ANDERSON
LEROY E. GOODBODY
WAYNE A. HOOD
Members of the 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 8th day of January, 1934, by and 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;

Five (5) carloads, of 40 tons each, of sulphate of alumina; all in accordance with the following specifications:

The material shall be basic, and shall contain not less than 17% available water-soluble alumina (Al_2O_3) and shall not contain more than 0.75% iron (Fe_2O_3). Sulphate of alumina from which the insoluble material has been removed shall contain not more than 0.5% of material insoluble in distilled water. Sulphate of Alumina from which the insoluble material has not removed shall contain not more than 7.5% of material insoluble in distilled water. Lump sulphate of alumina shall range in size from $3/4$ to 3 inches. Sulphate of Alumina may be shipped in bags of uniform weight.

Said contractor agrees to deliver said sulphate of alumina f.o.b. San Diego, in such quantities and at such times 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 said sulphate of alumina hereinabove described, f.o.b. cars at City Warehouse, California and Grape Street, at and for the price of thirty dollars (\$30.00) per ton.

Said City, in consideration of the furnishing and delivery of said sulphate of alumina 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 sulphate of alumina by the City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of thirty dollars (\$30.00) per ton for said sulphate of alumina, as follows:

Upon the completion of each delivery of said sulphate of alumina, in the amount requested by said City, ~~said City~~, said City will pay for the same at the rate set forth herein.

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

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 or material delivered by said contractor unless authorized and directed by resolution of said Council to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61031, 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)

THE CITY OF SAN DIEGO
BY F. M. LOCKWOOD, City Manager.

(SEAL) ATTEST:

C. WM. MILLARD, Secretary

GENERAL CHEMICAL COMPANY
By F. H. NICHOLS, Vice-President

I hereby approve the form of the foregoing contract, this 1 day of December, 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 Contract with General Chemical Company, being Document No. 286520.

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

AGREEMENT

WHEREAS, on the 29th day of December, 1927, H. O. Duerr, doing business under the name and style of The San Diego Disposal Company, as party of the first part, and The City of San Diego, as party of the second part, entered into a certain contract for the "disposal" of certain rubbish, which contract is on file in the office of the City Clerk of said City, bearing Document No. 217308; and

WHEREAS, it is the mutual desire of the parties to said contract that the method of disposal heretofore followed by the contractor be abandoned, and that a new, modern, sanitary disposal plant be erected by the party of the first part in The City of San Diego; and

WHEREAS, it is the desire of the party of the first part that The City of San Diego, by and through its Harbor Commission, grant to said party a lease for a period of fifteen (15) years, of certain tidelands in The City of San Diego as a site for said disposal plant;

NOW, THEREFORE, in consideration of the mutual execution of that certain lease, a full, true and correct copy of which is hereto annexed, marked Exhibit "A", and in further consideration of the mutual covenants and agreements herein contained, it is mutually covenanted and agreed by and between H. O. Duerr, doing business under the name and style of The San Diego Disposal Company, party of the first part, and The City of San Diego, acting by and through a majority of the members of the Council of said City, as follows:

First: It is mutually covenanted and agreed that from and after ninety (90) days from the execution hereof, all "rubbish, trash and garbage, including dead animals and street sweepings," delivered to the party of the first part pursuant to said contract of December 29th, 1927, shall be deemed to have been "disposed of" within the meaning of said contract, when such matter shall have been treated as follows:

(1) Received by the party of the first part on a wooden platform 100 feet by 110 feet, as shown on those certain plans filed in the office of the City Clerk of The City of San Diego under Document No. 286218, or in lieu of said wooden platform such other receiving facility as shall be approved by the City Council.

(2) All matters so received which are susceptible of incineration, and not immediately salvaged by the party of the first part, as hereinafter provided, shall be immediately conveyed by the party of the first part to the furnace of the incinerator constructed and maintained in accordance with those certain plans hereinabove referred to, and there reduced to ash.

(3) All matters not so reduced to ash and all residue from the furnace of the incinerator shall within a reasonable time either be salvaged or carried away by the party of the first part to a point beyond the corporate limits of The City of San Diego, or to a point within The City of San Diego to be designated by the party of the first part and approved by the City Council and the City Manager of The City of San Diego.

(4) All ash from the furnace of the incinerator carried away shall be first sprayed with water to an extent sufficient to reduce it to a coherent mass.

(5) All salvaged matter shall be bailed or packed and neatly stored until carried away from the premises by the party of the first part.

(6) The dumping platform, storing or salvage rooms, furnace, and entire disposal plant shall be operated and maintained by the party of the first part in a clean, sanitary manner, and so as not to constitute a nuisance.

(7) In any event all matter shall be deemed "disposed of," when it shall have been transported by the said party of the first part beyond the corporate limits of The City of San Diego.

Second: The party of the first part agrees that within ninety (90) days from the date hereof, he will fully complete the construction and equipment of a new modern, sanitary disposal plant in accordance with plans and specifications on file in the of-

fice of the City Clerk of The City of San Diego, bearing Document No. 286218, subject to such amendments or improvements in said plans and specifications as second party may desire to make therein, provided any such amendments or improvements shall be first approved by the City Council; and that such plant will, within ninety (90) days from the date hereof, be in operation in a manner sufficient to permit reception and incineration of ten (10) tons of matter per hour in the manner set forth in Paragraph First hereof.

Third: The party of the first part agrees that during the period of ninety (90) days from the date hereof the party of the first part will accept from the party of the second part, as payment in full and pursuant to the terms of the contract of December 29th, 1927, hereinabove referred to, for the disposal of all matter delivered to him during such period, monthly sums which shall be ten per cent (10%) less than the sum provided in said contract of December 29th, 1927.

This agreement shall be assignable by the party of the first part without the consent of The City of San Diego, evidenced by a duly adopted resolution of the Council thereof.

IN WITNESS WHEREOF, said party of the first part has hereunto subscribed his name, and a majority of the members of the Council of The City of San Diego have hereunto subscribed their names, for and on behalf of said City, this 29th day of January, 1934.

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

H. O. DUERR
Doing business under the name and style of THE
SAN DIEGO DISPOSAL COMPANY.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
WAYNE A. HOOD
LEROY E. GOODBODY
CHAS. E. ANDERSON

I hereby approve the form of the foregoing Agreement, this 22d day of January, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL,
Deputy City Attorney

EXHIBIT "A" L E A S E

THIS INDENTURE OF LEASE, made and entered into this 22nd day of January, 1934, 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 H. O. DUERR, doing business under the name and style of THE SAN DIEGO DISPOSAL COMPANY, hereinafter designated as the Lessee; WITNESSETH:

WHEREAS, the Lessee has a contract with The City of San Diego for the disposal of rubbish; and

WHEREAS, the Lessee has been occupying and using a certain portion of the tidelands in The City of San Diego more particularly bounded and described as follows:

Beginning at a point on the U. S. Bulkhead Line, as the U. S. Bulkhead Line was established for the Bay of San Diego in 1912, distant 4504.96 feet south 50° 50' east from Station 109 on said Bulkhead Line; thence first on a line north 70° 50' east to an intersection with the southwesterly right of way line of the Atchison, Topeka & Santa Fe Railway; thence southeasterly along said Atchison, Topeka & Santa Fe Railway right of way line to an intersection with a line parallel to and distant 1200 feet southeasterly from the first above mentioned course; thence south 70° 50' west along said parallel line to an intersection with said U. S. Bulkhead line; thence northeasterly following along said U. S. Bulkhead Line to the point or place of beginning.

for the purpose of temporarily depositing and burning rubbish thereon with the consent of the City, upon the condition and understanding that the Lessee would clean up said tidelands and restore the same to the condition they were in prior to the beginning of such use by the Lessee, and in a manner satisfactory to the City, upon the completion of a new disposal plant to be built by the Lessee; and

WHEREAS, said Lessee is desirous of obtaining from the City a lease covering certain premises hereinafter described for the purpose of erecting and maintaining thereon a sanitary disposal plant in accordance with plans and specifications on file in the office of the City Clerk of The City of San Diego, bearing Document No. 282394;

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

Beginning at a point on the U. S. Bulkhead Line, as said line was established in 1912 in the Bay of San Diego, said point being distant 5607.64 and bearing south 50° 50' east from Station 109 of said Bulkhead line; thence north 54° 29' east 740.76 feet to the true point or place of beginning; thence south 70° 50' west a distance of 209.50 feet to a point; thence north 38° 45' 07.5" west a distance of 318.42 feet to a point; thence north 70° 50' east a distance of 208.61 feet to the beginning of a curve concave to the southwest having a radius of 100 feet and a central angle of 68° 39' 40"; thence easterly along the arc of said curve an arc distance of 119.84 feet to the point of a compound curve, having a radius of 2654.93 feet, the center of which bears south 49° 29' 40" west; thence southeasterly along the arc of said compound curve an arc distance of 231.17 feet to a point; thence south 35° 31' east normal to said compound curve a distance of 18.40 feet; thence south 70° 50' west a distance of 65.36 feet to the true point or place of beginning, containing approximately 82,825 square feet, or 1.9014 acres.

The lands hereinabove described being shown on the map or plat marked Exhibit "A", and 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 term of fifteen (15) years, beginning on the 1st day of February, 1934, and ending on the 31st day of January, 1949, unless sooner terminated as herein provided, at the following rentals:

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K

One cent (1¢) per square foot per year for the first two (2) years of said term;

One and one-half cents (1-1/2¢) per square foot per year for the next three (3) years of said term;

Two cents (2¢) per square foot per year for the next five (5) years of said term; and

Three cents (3¢) per square foot per year for the last five (5) years of said term.

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.

Neither the whole, nor any portion of this lease shall be assignable or transferable without the consent of the Harbor Commission of The City of San Diego evidenced by resolution duly and regularly adopted by said Commission; provided, however, anything to the contrary in this lease notwithstanding, that said lessee shall have the right to assign or transfer this lease, together with all rights and obligations hereunder to a corporation ^{or to be formed} by the Lessee for the purpose of performing that certain contract between The City of San Diego and said Lessee, dated December 29th, 1927, together with contracts supplementary thereto.

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, or interference with, or 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 construction, maintenance and operation thereof of a rubbish disposal plant and incinerator, and the maintenance and conduct of other operations properly appurtenant thereto.

(2) That all plans for buildings, structures and improvements to be 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 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 City 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, and delivery of the faithful performance bond hereinafter mentioned, 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) This lease is made upon the further express condition that the Lessee shall give and maintain, during the entire term of this lease, a bond in the penal sum of not less than five thousand dollars (\$5000.00), executed by good and sufficient sureties, conditioned upon the faithful performance of all of the terms and conditions of this lease on the part of said Lessee. This requirement may be met by the giving and maintaining of a continuing bond for the entire term of this lease, or at the option of the Lessee by giving a new or renewal bond in said sum each year during said term; provided, that in the event the surety or sureties on any such bond or bonds shall at any time in the judgment of the Harbor Commission become insufficient, the Lessee shall, upon notice thereof, provide new or additional sureties.

(8) This lease is made upon the further express condition that the Lessee shall within twelve (12) months from the date hereof, remove in a manner satisfactory to the City all ashes, tin cans, rocks, rubbish and material of every character whatever, heretofore deposited by the Lessee upon any and all portions of the lands which the Lessee has heretofore been permitted by said City to occupy, and shall restore said lands, so far as reasonably possible, to the condition they were in prior to the occupancy and use of the same by the Lessee.

In the event of a breach of this condition this lease shall terminate forthwith, and any and all structures and buildings and equipment of every nature whatsoever placed on said premises by the Lessee shall be deemed to be a part of the realty, and title to the same shall forthwith pass to the City.

(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 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
By _____

Members of the Harbor Commis-
sion of The City of San Diego

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

I hereby approve the form of the foregoing Lease, this ___ day of ___, 1933.

City Attorney
By _____
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy
of Agreement, with H. O. Duerr, being Document No. 286194.

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, WOOD HYDRAULIC HOIST & BODY COMPANY, INCORPORATED, as principal, and HARTFORD ACCIDENT & INDEMNITY 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 eighty-six dollars (\$886.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 19th day of January, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 29th day of January, 1934, entered into the annexed contract with said The City of San Diego, to furnish, install and deliver to said City nine (9) automobile truck bodies and nine (9) hydraulic hoists, all in accordance with said contract, and the specifications for said bodies and hoists contained in said contract.

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

IN WITNESS WHEREOF, the said principal has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 19th day of January, 1934.

WOOD HYDRAULIC HOIST & BODY COMPANY, INC.
Principal
By STEPHEN STAATZ, Branch Manager

HARTFORD ACCIDENT & INDEMNITY COMPANY,
Surety.
By GEO. H. MURCH

(SEAL)

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

On this 19th day of January, before me, MARSTON BURNHAM, in the year one thousand nine hundred and thirty-four, 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) MARSTON BURNHAM
Notary Public in and for San Diego County, State of California.

I hereby approve the form of the foregoing Bond this 27th day of January, 1934.

(SEAL) ATTEST: Approved by a majority of the members of the Council of the City of San Diego, this 29th day of January, 1934.
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

C. L. BYERS, City Attorney
GILMORE TILLMAN, Assistant City Attorney
JOHN F. FORWARD, JR.
WAYNE A. HOOD
LEROY E. GOODBODY
CHAS. E. ANDERSON
Members of the Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, County of San Diego, State of California, this 29th day of January, 1934, by and 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 WOOD HYDRAULIC HOIST & BODY 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 install nine (9) automobile truck bodies and nine (9) hydraulic hoists, all in accordance with the following specifications:

BODIES

Bodies to be 14' long at top, 10' 6" long at bottom or bed, 6' wide, 22-1/2" high.

Equipped with a front splash header plate to extend across front of body, and to be 6" high.

All to be made of 10 gauge steel.

All seams to be electric arc welded throughout, so that body will be water-tight.

To have six (6) 3" I beam under body cross supports with 5" I beam longitudinal supports.

Each side to be reinforced with two vertical T iron ribs; sloping rear end to be reinforced with 2" 3/8" x 2" x 2" T irons.

Bed of bodies to be curved to a 2" radius, so that there will be no sharp angles in the bed.

Top to be broken outwardly 3" and dropped 1-1/2"; side plates to be broken under 1-1/2"

To be equipped with drain at right rear corner of body bed.

The valve to be of lever type, and to be attached with use of elbow, so that water will drain away from rear end of truck.

To be equipped with steps on each side properly fastened to body with three step supports, capable of supporting weight of 600 pounds.

Steps to be made of clear oak 1" thick - 10" wide and to extend from back of cab to within 2" of rear wheel. Steps to be hinged for folding up when body is in dumping position.

To be mounted with a hydraulic hoist on International b-4 trucks with a 107" wheel base.

HOISTS

Hydraulic Hoists to have structural strength and power of action adequate, when applied to a truck body of the dimensions hereinabove specified, to lift a weight of six (6) tons (six (6) tons total weight, including weight of body and pay load).

MOUNTING

Hoists and bodies to be mounted on trucks which will be delivered to the manufacturer of the bodies, and to be so mounted that the total height from the ground to the top of the body will not exceed 62".

Hoists and bodies to be so mounted on the chassis as to lift to an angle of 50 degrees.

POINT OF DELIVERY

Delivery to City to be made at point selected by bidder, either in San Diego County or Los Angeles County.

Trucks to be delivered by The City of San Diego to point in such counties designated by bidder for mounting of bodies and hoists.

Said contractor agrees to completely install said bodies and hoists and deliver the same to the City within Thirty days from and after the date of the execution of this contract.

Said contractor hereby agrees to furnish and install the said bodies and hoists as hereinabove described at and for the price of three thousand five hundred forty and 42/100 dollars (\$3,540.42).

And said City, in consideration of the furnishing and installation of said bodies and hoists 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 bodies and hoists by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of three thousand five hundred forty and 42/100 dollars (\$3,540.42).

Said contractor hereby agrees that it will be bound by each and every part of said contract, and furnish and deliver all of said bodies and hoists, as herein provided.

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 or material delivered by said contractor unless authorized and directed by resolution of said Council of the City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its Council and its City Manager, under and pursuant to Resolution No. 61343, 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.

WAYNE A. HOOD

LEROY E. GOODBODY

CHAS. E. ANDERSON

Members of the Council of The City of San Diego.

By F. M. LOCKWOOD, City Manager

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

WOOD HYDRAULIC HOIST & BODY CO., Contractor.

By STEPHEN STAATZ, Branch Manager.

I hereby approve the form of the foregoing Contract, this 18 day of January, 1934.

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 Wood Hydraulic Hoist & Body Co. Inc., being Document No. 286820.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Hadstrom Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 29th day of January, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and A. M. FLOERSCH, doing business under the firm name and style of FLOERSCH DAIRIES, hereinafter 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 leases unto the Lessee that ^{certificated} real property situated in the county of San Diego, state of California, and particularly described as follows, 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 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.B.M., being 105 acres of land, more or less, in the Tia Juana Valley.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of one (1) year commencing on the first day of February, 1934, and ending on the 31st day of January, 1935, at a rental of One hundred twenty-five dollars (\$125.00) payable in equal quarterly installments, in advance, during the term of this lease; provided, however, and in event Lessee shall well and truly perform all of the covenants and conditions by him to be kept and performed hereunder, the said term may, at the option of the Lessee be extended for an additional year, to-wit: from January 31st, 1935, to January 31st, 1936, upon the same terms and conditions as herein contained, upon giving written notice to said City of the Lessee's intention to exercise said option not less than thirty (30) days prior to the expiration of said first year term.

In consideration of the premises the Lessee agrees with the Lessor as follows:

- (1) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;
- (2) That the Lessee will use the land for grazing purposes only;
- (3) That Lessee will fully and faithfully keep and observe each and all the terms and conditions of this lease to be kept or observed, and upon the expiration of the 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;
- (4) That the City shall have the right to enter upon said lands for inspection, for the purpose of water development;

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 any 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 for the purpose of water development.

The Lessor also reserves all gas, oil and mineral rights in and on said premises herein, and shall always have the right of ingress and egress at all times for the purpose of prospecting or drilling for oil, gas and minerals.

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 Council of The City of San Diego have hereunto subscribed their names, as and for the act of said City, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By JOHN F. FORWARD, JR.
WAYNE A. HOOD
LEROY E. GOODEBODY
CHAS. E. ANDERSON
DAN ROSSI

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

A. M. FLOERSCH
Doing business under the firm name and style of
FLOERSCH DRIES, Lessee
I hereby approve the form of the foregoing Lease, this 20th day of January, 1934.

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 A. M. Floersch, being Document No. 286705.

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

AGREEMENT FOR RESCISSION

THIS AGREEMENT entered into this 13th day of February, 1934, by and between THE CITY OF SAN DIEGO, Lessor and NATE BARNET, Lessee, WITNESSETH:

WHEREAS, the parties hereto did heretofore on the 5th day of September, 1933, mutually enter into a certain lease on file in the office of the City Clerk of The City of San Diego, under Document No. 284657; and

WHEREAS, it now appears that the best interests of The City of San Diego and of the said Nate Barnet will be served by a mutual rescission and cancellation of said lease; WITNESSETH:

That the said parties, in consideration of the mutual covenants herein contained, do hereby covenant and agree one with the other that said lease be, and the same is hereby mutually rescinded, cancelled and annulled.

IN WITNESS WHEREOF, this Agreement for Rescission is executed by The City of San Diego, acting by and through a majority of the members of the Council of said City, and said Lessee has hereunto affixed his hand and seal 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.
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council.
NATE BARNET, Lessee

I hereby approve the form of the foregoing Agreement for Rescission this 29th day of January, 1934.

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 Agreement of Rescission of Lease with Nate Barnet, being Document No. 286810.

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That Olmstead Building Company, a corporation, as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies and 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 sixty dollars (\$2,360.00), 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 2nd day of February, 1934.

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 Olmstead Building Company, a corporation, as Contractor, the party of the second part, 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 the construction and completion of a fire station on Lot 19, in Block 3, El Retiro, in The City of San Diego, 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, 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.

IN WITNESS WHEREOF, the said principal and surety have caused this bond to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, this 2nd day of February, 1934.

(SEAL) ATTEST:
KATHERINE C. CAPPS, Secretary

OLMSTEAD BUILDING COMPANY
By L. T. OLMSTEAD, President

(SEAL) ATTEST:
B. G. FOTLAND

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
By DONALD B. GOLDSMITH, Attorney

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 2nd day of February in the year One Thousand Nine Hundred and thirty-four before me Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My commission expires
March 12, 1934

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

I hereby approve the form of the foregoing Bond, this 2d day of February, 1934

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 5th day of February, 1934.

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

JOHN F. FORWARD, JR.

LEROY E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council of The City of San Diego,
California.

KNOW ALL MEN BY THESE PRESENTS, That Olmstead Building Company, a corporation, as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand one hundred eighty dollars (\$1,180.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds 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 2nd day of February, 1934.

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 the construction and completion of a fire station on Lot 19, in Block 3, El Retiro, in The City of San Diego, 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

IN WITNESS WHEREOF, the said principal and surety have caused this bond to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, this 2nd day of February, 1934.

(SEAL) ATTEST:
KATHERINE C. CAPPS, Secretary

OLMSTEAD BUILDING COMPANY
By L. T. OLMSTEAD, President
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)
By DONALD B. GOLDSMITH, Attorney

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 2nd day of February in the year One Thousand Nine Hundred and thirty-four before me Helen C. Wallace, a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My commission expires
March 12, 1934

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

I hereby approve the form of the foregoing Bond, this 2d day of February, 1934

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City
Attorney.

Approved by a majority of the members of the Council this 5th day of February, 1934.

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

JOHN F. FORWARD, JR.

LEROY E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council of The City of San Diego,
California.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 2nd day of February, 1934, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and OLMSTEAD BUILDING 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 construction and completion of, and to construct and complete a fire station on Lot 19, in Block 3, El Retiro, in the City of San Diego, California, all in accordance with those certain plans and specifications on file in the office of the City Clerk of said City under Document No. 286431; EXCEPT as said specifications are modified herein, and also as changed and modified in the following particulars:

PERMITS AND SERVICE CHARGES: The City of San Diego will make water and sewer connections and furnish meters without cost to the Contractor.

PLUMBING FIXTURES: The City of San Diego will NOT furnish plumbing fixtures listed on Pages 8 and 9 of the Specifications as contained in Document No. 286431.

METAL SASH AND PARTITIONS: The City of San Diego will furnish steel sash for the Fire Station. The Contractor must install the sash, but the City will take care of the glazing. The metal partitions for the Fire Station will be furnished and installed by The City of San Diego.

Said Contractor hereby agrees to do and perform all of said work at and for the sum of four thousand seven hundred twenty dollars (\$4720.00).

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

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of four thousand seven hundred twenty dollars (\$4720.00); said payments to be made as follows:

Progress estimates, based on the contract price, will be made and certified by the City Manager 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 City Manager 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 City Manager, 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 City Manager of The City of San Diego.

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 said City. 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 immediate supervision of the City Manager of said City, or such other official or officials as said City Manager may appoint, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under the plans and specifications as in the judgment of the 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 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 action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said Contractor further 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, except in case of extraordinary emergency caused by fire, flood or danger to life or property.

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 it, 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.

The Contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any sub-contractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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.

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 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 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 the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Craft or Type</u>	<u>6-hour Day Wage</u>
Carpenter foreman	\$ 4.50
Carpenter,	4.50
Foreman	3.75
Plasterer	4.50
Cement Worker	3.75
Electrician	4.50
Plumber	3.75
Painter	3.75
Roofer	3.75
Lather	3.75
Laborer	3.00
Other craftsmen and mechanics not here listed,	3.75
For overtime work in excess of six hours in any one calendar day when the same is permitted by law, one and one-half times the above rates; for work per- formed on Sundays and legal holidays, as set forth in Sec- tion 10 of the Political Code of the State of California, one and one-half times the above rates.	

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.

The Contractor shall take all necessary measures to protect the work and prevent accidents during construction. It shall provide and maintain all necessary barriers, guards, watchmen and lights.

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 has caused this instrument to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

OLMSTEAD BUILDING COMPANY
By L. T. OLMSTEAD, President

(SEAL) ATTEST:
KATHERINE C. CAPPS, Secretary

I hereby approve the form of the foregoing Contract, this 2d day of February, 1934.

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 Olmstead Building Company, being Document No. 286898.

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, BURROUGHS ADDING MACHINE COMPANY, as Principal, and HARTFORD ACCIDENT & INDEMNITY 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-six Dollars (\$576.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and ^{dated} this 6th day of February, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said Principal on the 6th day of February, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City one (1) automatic billing machine, in accordance with said contract and the specifications for said automatic billing machine contained in said contract.

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

IN WITNESS WHEREOF, the said Principal has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 6th day of February, 1934.

(SEAL) ATTEST:
T. L. SHEAHAN, Asst. Secy.

BURROUGHS ADDING MACHINE COMPANY, Principal
By GEO. D. EVANS, Secretary

(SEAL)

HARTFORD ACCIDENT & INDEMNITY COMPANY, Surety
By KATHRYN L. BENTON,
Attorney-in-fact.

I hereby approve the form of the foregoing Bond this 13 day of February, 1934.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City
Attorney.

HARTFORD ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint KATHRYN L. BENTON, of DETROIT, MICHIGAN its true and lawful Attorney-in-fact, with full power and authority to sign, execute and acknowledge any and all bonds and undertakings in penalties not exceeding the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) each, on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states or municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive officer of HARTFORD ACCIDENT AND INDEMNITY COMPANY ~~thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an~~ Executive officer of Hartford Accident and Indemnity Company and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following By-Law adopted by the Board of Directors of Hartford Accident and Indemnity Company at a meeting duly called and held on the 2nd day of June, 1914:

ARTICLE XIII (A)

Section 2. The Executive Officers of the Company shall have power and authority to appoint for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-fact, and revoke the power and authority given him.

Section 5. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such officers.

IN WITNESS WHEREOF, HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Comptroller, this 28th day of April, 1933.

(SEAL) ATTEST:
ROB. CHRIS. HAMILTON, Comptroller

HARTFORD ACCIDENT AND INDEMNITY COMPANY
JAS. L. D. KEARNEY, Vice-President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 28th day of April A.D. 1933, before me personally came Jas. L. D. Kearney, to me known, who being by me duly sworn, did depose and say: that he resides in the City of Hartford, State of Connecticut; and that he is the Vice-President of HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(SEAL)
My Commission Expires Feb. 1, 1938

Notary Public

C. R. CHRISTENSEN

APPROVED by a majority of the members of the Council of The City of San Diego, this 13th day of February, 1934.

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

JOHN F. FORWARD, JR.
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 6th day of February, 1934, by and 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 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 one (1) automatic billing machine capable of printing a minimum of 250 bills per hour, said automatic billing machine to comply exactly with the following specifications: as interpreted in the blue print hereto attached and made a part hereof.

Water Bill, 11-7/16" x 3-9/16" over all; customers' bill with stub 5-9/16" x 3-9/16"; office record, 5-7/16" 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. Grand total--consumption
9. Grand total--revenue
- 10, 11, 12 and 13. Open for proposed changes in water rates

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 originals; no carbon impressions. Automatic selection of columns. Automatic decimal tabulation of figures and amounts. Keyboard selection of registers for segregation of consumption and revenue.

Said contractor agrees to deliver said automatic billing machine to the City within 75 days from and after the date of the acceptance of this contract.

Said contractor hereby agrees to furnish and deliver said automatic billing machine as hereinabove described at and for the price of Two Thousand Three Hundred and 13/100 Dollars (\$2300.13).

It is 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.

And said City, in consideration of the furnishing and delivery of said automatic billing machine by said contractor, upon the delivery of said equipment and the acceptance of the same by the Council of said City, will pay said contractor seventy-five per cent (75%) of the said contract price, 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 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 said contract, and furnish and deliver said equipment as herein provided.

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 or material delivered by said contractor unless authorized and directed by resolution of said Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61340 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 F. M. LOCKWOOD, City Manager

(SEAL) ATTEST:
T. L. SHEAHAN, Asst. Secy.

BURROUGHS ADDING MACHINE COMPANY
San Diego, California, Agency,
By GEO. W. EVANS, Secretary.

I hereby approve the form of the foregoing contract, this 13 day of February, 1934.

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 Burroughs Adding Machine Company, being Document No. 286963.

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

RENEWAL OF LEASE

IT IS HEREBY AGREED that the lease heretofore entered into on the 30th day of January, 1933, between M. TREPTE and THE CITY OF SAN DIEGO for the following described property:

That portion of said 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; is hereby renewed for the term of one (1) year, commencing on the 1st day of March, 1934, and ending on the 28th day of February, 1935, upon the rental of Eighty-five Dollars (\$85.00) per month. Said lease is renewed upon the same terms, conditions and covenants contained therein, with like force and effect to all intents and purposes as if every article, clause, matter and thing therein contained were inserted and contained in this agreement of renewal, subject only to the change of rental as herein provided.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and a majority of the members of the Council of The City of San Diego have hereunto subscribed their names on behalf of said City this 26th day of February, 1934.

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

M. TREPTE, Lessor
THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
CHAS. E. ANDERSON
HARRY WARBURTON
WAYNE A HOOD
LEROY E. GOODBODY
Members of the Council,
Lessee

I hereby approve the form of the foregoing Renewal of Lease this 21st day of February, 1934.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with M. Treppe, being Document No. 287077.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By *August M. Hadstrom* 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 27th day of February, 1934.

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, 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:
F. S. BOWERS, Resident Assistant 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.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 27th day of February, in the year nineteen hundred thirty-four, before me, Anna Hoffman, 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.

(SEAL) ANNA HOFFMAN
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 February, 1934.

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. 61255 passed and adopted on the 8th day of January, 1934, 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, C
By FRED W. SICK, Deputy.

CONTRACT FOR STREET LIGHTING
SEVENTH AVENUE LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 1st day of March, 1934, 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, 1934, to-wit, to and including December 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 Seventh Avenue Lighting District No. 1", filed October 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 Forty-five and 60/100 Dollars (\$45.60) in twelve equal monthly installments, drawn upon that certain special fund in the 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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

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

I hereby approve the form of the foregoing Contract, this 2 day of February, 1934.

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, for Seventh Avenue Lighting District No. 1, being Document No. 287131.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By *August M. Kadstrom* 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 27th day of February, 1934.
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
THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT, Resident Vice-President
F. S. BOWERS, Resident Assistant Secretary

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)
On this 27th day of February, in the year nineteen hundred thirty-four before me, Anna Hoffman, 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.

(SEAL) ANNA HOFFMAN
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 February, 1934.

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. 61256 passed and adopted on the 8th day of January, 1934, 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 1st day of March, 1934, 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, 1934, to-wit, to and including December 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 Eighth Avenue Lighting District No. 1", filed October 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 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".

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 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".

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.

THE CITY OF SAN DIEGO

By JOHN F. FORWARD, JR.

LEROY E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

I hereby approve the form of the foregoing Contract, this 2 day of February, 1934.

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, for Eighth Avenue Lighting District No. 1; being Document No. 287132.

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, STUBBS MOTOR CORPORATION, a 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 jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand five hundred twenty-seven dollars (\$1,527.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 2nd day of March, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 2nd day of March, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City six (6) Ford 4-cylinder, one and one-half ton dump trucks, equipped with hydraulic hoists, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 2nd day of March, 1934.

STUBBS MOTOR CORPORATION, Principal

(SEAL)

By F. V. BRONN

(SEAL)

PACIFIC INDEMNITY COMPANY, Surety
By A. A. CHRISTIAN, Attorney-in-Fact.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 2nd day of March in the year one thousand nine hundred and 34, before me, Atala M. Carter a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. A. Christian 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 A. A. Christian 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.

ATALA M. CARTER

(SEAL)

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

My Commission Expires
May 28, 1934.

I hereby approve the form of the foregoing Bond this 8 day of March, 1933.

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, this 12th day of March, 1934.

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

LEROY E. GOODBODY
 WAYNE A. HOOD
 HARRY WARBURTON
 CHAS. E. ANDERSON
 DAN ROSSI
 Members of the Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 2nd day of March, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and STUBBS MOTOR CORPORATION, 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) Ford 4-cylinder, one and one-half ton dump trucks, equipped with hydraulic hoists; all in accordance with the following specifications:

Trucks to be 1-1/2 ton chassis, manufacturer's rating.
 To be not less than 24:00 H.P., S.A.E. rating. To be not less than 131" wheelbase. To have dual rear wheels, and to be equipped with 32x6 - 10-ply "Fisk transportation" pneumatic tires and 6" rims all around. To have enclosed cab and front bumpers. No spare tire.

BODIES

Bodies to be 1-1/2 cubic yard end dump bodies, 7 feet long, 13 inches in depth, 5 feet, 6 inches wide. To be of 10 gauge metal. Tail gate control to be operated from driver's compartment. Bodies to be equipped with head plates and tail gates 17 inches high. Body side plates to be so designed that extension pieces 1-3/4" x 4" x 7 ft. can be installed. Bed of body to be equipped with 5 cross sills 3/16" x 1-1/2" x 3", channel steel.

HOISTS

Hydraulic underbody hoists to be supplied. Hoists to have structural strength and power of action adequate when applied to a truck body of dimensions hereinbefore specified to lift a weight of three tons, total weight, including weight of body and pay load.

MOUNTING

Hoists and bodies to be properly mounted on truck chassis so as to lift to an angle of 50°.

Said contractor agrees to deliver said dump trucks to said City within 30 days from and after the date of the execution of this contract.

Said contractor hereby agrees to furnish and deliver the said dump trucks hereinabove described at and for the price of Six thousand one hundred four and 16/100 Dollars (\$6,104.16); provided, however, that the contractor agrees to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of The City of San Diego in two (2) certain used automobile trucks, said trucks and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

City Truck Number	Allowance on Purchase Price
253	\$ 25.00
262	251.60

Said City, in consideration of the furnishing and delivery of said six (6) dump trucks 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 trucks by the City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of five thousand, eight hundred twenty-seven and 56/100 dollars (\$5,827.56), and will execute and deliver to said contractor a conveyance of the interest of The City of San Diego in two (2) certain used automobile trucks, said trucks and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

City Truck Number	Allowance on Purchase Price.
253	\$ 25.00
262	251.60

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

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 or material delivered by said contractor unless authorized and directed by resolution of said Council to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61431, 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)

THE CITY OF SAN DIEGO
 By F. M. LOCKWOOD, City Manager
 STUBBS MOTOR CORPORATION
 By F. V. BRONN

I hereby approve the form of the foregoing contract, this 8 day of March, 1934
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 Contract, with Stubbs Motor Corporation, being Document No. 287243.

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That Wm. H. Meech, as Principal, and FIREMEN'S FUND 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 and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of twelve hundred dollars (\$1200.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal 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 5th day of March, 1934.

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 Wm. H. Meech, the party of the second part, which contract is hereby referred to; and

WHEREAS, in and by said Contract said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of, and to construct and complete a building on that portion of the parcel of land known as the I.O.O.F. Cemetery lying in the tract of land shown as "Cemetery" on the Map of the Pueblo Lands of San Diego, according to the map thereof made by James Pascoe in the year 1870, particularly described as follows:

Beginning at the southeasterly corner of the Cemetery Tract as shown on said Pascoe Map; thence westerly along the southerly line of said tract a distance of 990.09 feet to the true point of beginning; thence at right angles northerly from the last described point a distance of 120.00 feet to a point; thence at right angles easterly from the last described point a distance of 100 feet to a point; thence at right angles southerly from the last described point a distance of 120.00 feet to an intersection with the southerly line of said I.O.O.F. Tract; thence westerly along the southerly line of said I.O.O.F. Tract to the true point of beginning; 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, 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 5th day of March, 1934.

Wm. H. MEECH, Principal
FIREMAN'S FUND INDEMNITY COMPANY
Surety
By M. G. WHITE, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 5th day of March, in the year one thousand nine hundred and thirty-four before me, Algy E. Lillcrap a Notary Public in and for said San Diego County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared M. G. White known to me to be the Attorney in Fact of FIREMAN'S FUND INDEMNITY COMPANY the company 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 company, and he duly acknowledged to me that such company 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.

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

(SEAL)
My commission expires
May 29th, 1937

I hereby approve the form of the foregoing bond, this 5th day of March, 1934

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 12th day of March, 1934.

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

LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council of The City of San Diego,
California.

KNOW ALL MEN BY THESE PRESENTS, That Wm. H. Meech, as Principal, and FIRE-
MAN'S FUND 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 Calif-
ornia, in the sum of Six hundred dollars (\$600.00), lawful money of the United States of
America, to be paid to said The City of San Diego, for the payment of which, well and
truly to be made, the said principal hereby binds himself, his heirs, executors, adminis-
trators, successors and assigns, and the said surety 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 March, 1934.

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 the construc-
tion and completion of, and to construct and complete an administration building on that
portion of the parcel of land known as the I.O.O.F. Cemetery lying in the tract of land
shown as "Cemetery" on the Map of the Pueblo Lands of San Diego, according to the map
thereof made by James Pascoe in the year 1870, particularly described as follows:

Beginning at the southeasterly corner of the Cemetery Tract as
shown on said Pascoe Map; thence westerly along the southerly line
of said tract a distance of 990.09 feet to the true point of beginning;
thence at right angles northerly from the last described point a dis-
tance of 120.00 feet to a point; thence at right angles easterly from
the last described point a distance of 100 feet to a point; thence at
right angles southerly from the last described point a distance of
120.00 feet to an intersection with the southerly line of said I.O.O.F.
Tract; thence westerly along the southerly line of said I.O.O.F. Tract
to the true point of beginning;

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 con-
tract, then the above obligation to be void, otherwise to remain in full force and ef-
fect.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and
the said surety has caused this bond to be executed, and its corporate name and seal to
be hereunto affixed, by its proper officers thereunto duly authorized, this 5th day of
March, 1934.

Wm. H. MEECH, Principal
FIREMAN'S FUND INDEMNITY COMPANY
By M. G. WHITE, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 5th day of March in the year one thousand nine hundred and thirty-four
before me, Algy E. Lillcrap, a Notary Public in and for said San Diego County, State
aforesaid, residing therein, duly commissioned and sworn, personally appeared M. G.
WHITE known to me to be the Attorney in Fact of FIREMAN'S FUND INDEMNITY COMPANY the
company 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 company, and
he duly acknowledged to me that such company 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.

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

(SEAL)
My commission expires
May 29th, 1937.

I hereby approve the form of the foregoing Bond, this 5th day of March, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council this 12th day of March,
1934.

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

LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council of The City of
San Diego, California

THIS AGREEMENT, made and entered into at The City of San Diego, State of Cal-
ifornia, this 12th day of March, 1934, 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
City Manager of said City, the party of the first part, and hereinafter sometimes desig-
nated as the City, and WM. 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 con-
tained 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 con-
tractor 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 de-
scription necessary or incidental to the construction and completion of, and to construct
and complete an administration building on that portion of the parcel of land known as
the I.O.O.F. Cemetery lying in the tract of land shown as "Cemetery" on the Map of the
Pueblo Lands of San Diego, according to the Map thereof made by James Pascoe in the year
1870, particularly described as follows:

Beginning at the southeasterly corner of the Cemetery Tract as shown on said Pascoe Map; thence westerly along the southerly line of said tract a distance of 990.09 feet to the true point of beginning; thence at right angles northerly from the last described point a distance of 120.00 feet to a point; thence at right angles easterly from the last described point a distance of 100 feet to a point; thence at right angles southerly from the last described point a distance of 120.00 feet to an intersection with the southerly line of said I.O.O.F. Tract; thence westerly along the southerly line of said I.O.O.F. Tract to the true point of beginning; all in accordance with those certain plans and specifications on file in the office of the City Clerk of said City under Document No. 286893; EXCEPT as said specifications are modified herein, and also as changed and modified in the following particulars:

"Steel sash to be non-screened type. Wood lath to be used throughout. No concrete in walk or drive."

Said contractor hereby agrees to do and perform all of said work at and for the sum of two thousand four hundred dollars (\$2,400.00).

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 90 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of two thousand four hundred dollars (\$2,400.00); said payments to be made as follows:

Progress estimates, based on the contract price, will be made and certified by the City Manager 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 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 City Manager 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 City Manager, 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 City Manager of The City of San Diego.

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 said City. 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 its own cost and expense.

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

The right is reserved to make such changes in the execution of the work to be done under the plans and specifications as in the judgment of the 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 have 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 his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said contractor further 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, except in case of extraordinary emergency caused by fire, flood or danger to life or property.

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.

The contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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.

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 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 the following specified rate for any work ^{done} under this contract by the contractor, or by any subcontractor:

Craft or Type	6-hour Day Wage
Carpenter Foreman	\$4.50
Carpenter	4.50
Foreman	3.75
Plasterer	4.50
Cement Worker	3.75
Electrician	4.50
Plumber	3.75
Painter	3.75
Roofer	3.75
Lather	3.75
Laborer	3.00

Other craftsmen and mechanics not here listed 3.75

For overtime work in excess of six hours in any one calendar day, 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.

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.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. It shall provide and maintain all necessary barriers, guards, watchmen and lights.

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 has caused this instrument to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

WM. H. MEECH, Contractor.

I hereby approve the form of the foregoing Contract, this 5th day of March, 1934.

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 W. H. Meech, being Document No. 287244.

ALIEN H. WRIGHT,
City Clerk of The City of San Diego, California.

By Helen M. Willey Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That ARTHUR S. JOHNSON, 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 and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Two hundred eighty-five dollars (\$285.00), 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 15th day of March, 1934.

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 Arthur S. Johnson, the party of the second part, 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 the lowering of, and to lower a section of the Otay Reservoir-San Diego first main pipe line near Sweetwater River Crossing, 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, 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 15th day of March, 1934.

ARTHUR S. JOHNSON, Principal

(SEAL) ATTEST

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

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 15th day of March, 1934, 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 foregoing bond, this 20th day of March, 1934.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 26th day of March, 1934.

JOHN F. FORWARD, JR.

LEROY E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

DAN ROSSI

CHAS. E. ANDERSON

Members of the Council of The
City of San Diego, California

(SEAL) ATTEST:

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

KNOW ALL MEN BY THESE PRESENTS, That Arthur S. Johnson, 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 forty-three dollars (\$143.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED BY US and dated this 15th day of March, 1934.

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 the lowering of, and to lower a section of the Otay Reservoir-San Diego first main pipe line near Sweetwater River Crossing, 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 15th day of March, 1934.

ARTHUR S. JOHNSON, Principal

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

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 15th day of March 1934, 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 foregoing Bond, this 20th day of March, 1934

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council this 26th day of March, 1934.

(SEAL) ATTEST:

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

JOHN F. FORWARD, JR.

LEROY E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

CHAS. E. ANDERSON

DAN ROSSI

Members of the Council of The
City of San Diego, California

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 21st day of March, 1934, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and ARTHUR S. JOHNSON, 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 lowering of, and to lower a section of the Otay Reservoir-San Diego first main pipe line near Sweetwater River Crossing, all in accordance with those certain plans and specifications contained in Document No. 287104, on file in the office of the City Clerk of said City; a full, true and correct copy of which said plans and specifications is hereto attached, marked Exhibit "A", and made a part hereof.

Said contractor hereby agrees to do and perform all of said work at and for the sum of five hundred sixty-five dollars (\$565.00).

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 twenty-one 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 sum of five hundred sixty-five dollars (\$565.00); said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the City Manager 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 City Manager, 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.

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 City Manager, 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 said City. 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 City Manager, the said contractor will repair or replace such damage, at his own cost and expense.

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

The right is reserved to make such changes in the execution of the work to be done under the plans and specifications as in the judgment of the 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 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 his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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.

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 by 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 the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Craft or Type	Per Diem Wage
Laborers	\$4.00
Welders	\$5.50
Foremen	\$5.00

For overtime work in excess of eight hours in any one calendar day, 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.

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 has caused this instrument to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

ARTHUR S. JOHNSON, Contractor.

I hereby approve the form of the foregoing Contract, this 20th day of March, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

EXHIBIT "A"

OTAY RESERVOIR-SAN DIEGO FIRST MAIN PIPE LINE
Lowering pipe near Sweetwater River crossing

SPECIFICATIONS

REQUIREMENT.- It is required that the City's 32" riveted steel pipe line, being portion of the Otay Reservoir-San Diego First Main Pipe Line near the north end of the Sweetwater River crossing vicinity of Bonita, be lowered and lengthened as indicated on the attached drawing WD-497. Prospective bidders shall investigate the site of the work before submitting their bid.

The contractor shall take all necessary precautions to prevent accidents and shall keep the work effectively guarded and lighted; shall protect the City against all public liability and property damage and other liability resulting from the contractor's operations by means of a bond acceptable to the City.

DESCRIPTION OF THE WORK.- The excavation shall be made according to line and grade indicated by the City. The contractor shall cut the existing pipe where directed and shall remove without damaging the pipe, sufficient rivets to permit proper welding of joints. The portion of pipe removed may be used again, and the contractor shall provide all additional 32" pipe, angles and special sections required to completely re-install the pipe in the new location indicated. The contractor shall take extra precautions to secure watertight joints and any leakage shall be repaired by him at his expense. The additional required pipe shall be steel having a thickness of at least 5/16" and the angles shall be welded inside and out. All new pipe and angles shall be coated with one coat of Biturine Primer and one coat of Biturine. All welding shall be done by means of electric welding and in a thorough workmanlike manner and shall be satisfactory to the engineer. When the pipe is relaid the contractor shall backfill with suitable material as directed by the engineer to the final road grade and side hill cut. Before back-fill shall be made the City will test the pipe and any leakage shall be repaired by the contractor at his expense.

All work in connection herewith shall be completed within 21 days from award of contract.

Payment will be made at the lump sum price bid which shall include the cost of all excavation, backfilling, relaying pipe, additional pipe, welding, safe-guarding the work and all other labor, materials and operations complete in place.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Arthur S. Johnson, being Document No. 287363.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By Helen M. Willig Deputy.

CONTRACT FOR DISPOSAL OF GARBAGE

Pursuant to authority heretofore granted by Resolution No. 61474 of the Council of the City of San Diego, passed and adopted on the 19th day of March, 1934, THIS AGREEMENT made and entered into on the 9th day of April, 1934, by and between THE CITY OF SAN DIEGO, hereinafter called the Party of the First Part; and SAN DIEGO HOG PRODUCERS ASSOCIATION AND/OR L. W. BRAUNER, GEORGE STYLIANO, H. F. HEWITT AND C. B. HEWITT HEREINAFTER called the Parties of the Second Part, WITNESSETH:

WHEREAS, under the rules and regulations of the Board of Health of The City of San Diego and under the provisions of the Charter of said City and of Ordinance No. 7691 of the ordinances of the City of San Diego entitled, "An Ordinance to protect the health of the inhabitants of the City of San Diego, California, by providing for the collection and disposal in a sanitary manner of the City refuse and other waste matter in the City of San Diego," adopted April 8, 1919, it is necessary in order to protect the public health and welfare that all garbage collected by the City of San Diego, its duly authorized agents, contractors or subcontractors, be disposed of in a sanitary manner and as soon as possible after collection; and

WHEREAS, there is now no City-owned garbage crematory or reduction plant within the City of San Diego, and said garbage so collected by the City of San Diego is now being deposited in City-owned hoppers at the foot of Eighth Avenue; and

WHEREAS, SAN DIEGO HOG PRODUCERS ASSOCIATION, and/or L. W. BRAUNER, GEORGE STYLIANO, H. F. HEWITT and C. B. HEWITT have submitted a proposal to the City under the terms of which, among others, they agree to accept, haul away, and dispose of in a sanitary manner all garbage collected by the City and deposited in said hoppers, at no cost to The City of San Diego; NOW, THEREFORE:

ARTICLE 1. It is agreed by SAN DIEGO HOG PRODUCERS ASSOCIATION and/or L. W. BRAUNER, GEORGE STYLIANO, H. F. HEWITT AND C. B. HEWITT, herein called the Parties of the Second Part, that they will be jointly and severally bound by all the terms, covenants and agreements herein in this contract contained.

ARTICLE 2. It is agreed that the City Manager and Superintendent of Division of Refuse Collection and Disposal shall at all times be responsible for the supervision and administration of this contract.

ARTICLE 3. It is mutually agreed that for the purpose of this contract the word "garbage" shall be held to include and mean kitchen and table refuse and offal, swill and also every accumulation of animal, vegetable and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowl, birds, fruits or vegetables; and the term "Market refuse" shall be defined to be and to include decayed and unsound meat, fish, fruit and vegetables from meat, fish, fruit and vegetable markets, and all animal and vegetable refuse from such markets; provided, however, that metal, glass, papers, rags and other foreign matter may be included in any garbage or market refuse delivered to the Parties of the Second Part under this contract in a quantity which shall not exceed in volume in any one day ten per cent (10%) of the total of the material delivered on such date by the City to the Parties of the Second Part; and, provided, further, that in the event it becomes necessary to sort and segregate any such metal, glass, paper, rags or other foreign matter from the garbage after it is delivered to the City's hoppers, such sorting shall be done by the Parties of the Second Part at their own cost.

ARTICLE 4. It is mutually agreed that the term of this contract shall be for the period of five (5) years from April 16, 1934, subject, however, to being cancelled by the City of San Diego without any liability for costs, damages or otherwise upon giving to the Parties of the Second Part nine (9) months notice of such cancellation. The City agrees that all garbage and market refuse collected by The City of San Diego will be delivered to the Parties of the Second Part at the City hoppers located at the foot of Eighth or Ninth Avenues, or to such other point as the City Manager may designate.

ARTICLE 5. The Parties of the Second Part agree to accept, load and haul away for disposal, all garbage and market refuse collected by The City of San Diego and delivered to the City's hoppers at the foot of Eighth or Ninth Avenues, or from such other point as the City Manager may designate. It is understood that the City Manager and Superintendent of Division of Refuse Collection and Disposal shall have the authority to at any time designate a new or different point of delivery.

ARTICLE 6. The Parties of the Second Part agree to pay to the City of San Diego for all garbage and market refuse delivered at such points as herein specified, the price per ton based on and pursuant to the following conditions and schedule: When the wholesale price of hogs shall be less than five cents (5¢) per pound live weight, no payments will be made by the Parties of the Second Part to the City for any of the garbage and market refuse delivered; when the whole sale price of hogs shall reach a price of five

cents (5¢) or more per pound live weight, Parties of the Second Part agree to pay to the City for all garbage thereafter delivered amounts per ton from five cents (5¢) to one dollar (\$1.00), scaled according to the wholesale price of hogs, as follows:

Wholesale Price of Hogs

Amount to be Paid by
contractor per ton
for garbage delivered

<u>\$0.05 per pound</u>	<u>\$0.05 per ton</u>
.06 " "	.10 " "
.07 " "	.15 " "
.08 " "	.20 " "
.09 " "	.25 " "
.10 " "	.30 " "
.11 " "	.40 " "
.12 " "	.50 " "
.13 " "	.60 " "
.14 " "	.70 " "
.15 " "	.80 " "
Over .15 " "	1.00 " "

The wholesale price of hogs per pound live weight shall be determined and based upon the top wholesale price quoted by the Los Angeles Livestock Markets. Payments shall be made to The City of San Diego not later than the 15th of each and every month for all garbage and market refuse delivered during the preceding month, and it is understood that said monthly payment shall be based on the maximum wholesale price of hogs per pound live weight during each month of delivery, as evidenced by the wholesale price pertaining thereto quoted by the Los Angeles Livestock Markets.

ARTICLE 7. It is understood that in the event the Parties of the Second Part are unable to dispose of the garbage and market refuse delivered during said five-year period, or any portion thereof, by feeding the same to hogs by reason of the presence of some contagious or communicable disease among the hogs which will necessitate a complete quarantine of hog ranches and the disposal of the hogs themselves because of such communicable or contagious disease, then in that event the Parties of the Second Part shall be released from the provisions of this contract solely to the extent that the Parties of the Second Part shall not, for the length of time that such ranches are under complete quarantine by reason of the presence of such contagious or communicable disease, be required to pay to the City any sum for the delivery of said garbage or market refuse; it being understood, however, that notwithstanding said quarantine and the inability of said Parties of the Second Part to dispose of such garbage and market refuse by feeding the same to hogs, that nevertheless said Parties of the Second Part shall be bound to continue to accept the delivery of said garbage and market refuse and dispose of the same beyond the corporate limits of the City of San Diego in a manner satisfactory to the health requirements of the State of California.

ARTICLE 8. The Parties of the Second Part agree that in the transporting of all garbage and market refuse delivered by the City it shall be handled, conveyed and disposed of in a sanitary way and in compliance with such rules, regulations and conditions as may be promulgated by the Board of Health of the City and County of San Diego.

ARTICLE 9. Parties of the Second Part agree to have equipment available sufficient to completely remove from the City's hoppers at least once each day all of the garbage and market refuse delivered by The City of San Diego to such hoppers. Parties of the Second Part further agree that they will have equipment available during each day sufficient to at all times remove garbage and market refuse delivered by the City to the hoppers at a rate which will keep the hoppers available for dumping by the City trucks. All trucks used by the Parties of the Second Part shall contain water tight tanks with fly-proof covers and in transporting such tanks all said vehicles shall be kept tightly covered.

ARTICLE 10. Parties of the Second Part agree that if at any time during the life of this contract they fail to perform any of the conditions of the contract, or if their method of disposal should become a nuisance or detrimental or dangerous to the public health and welfare of the inhabitants of the City of San Diego, then The City of San Diego, by and through the City Manager may, without notice, immediately terminate said contract and without assuming any liability in damages therefor.

ARTICLE 11. It is mutually agreed that The City of San Diego at any time, without assuming any liability in damages or any liability whatsoever, may terminate said contract upon giving nine (9) months written notice, by registered mail, to said Parties of the Second Part, their heirs or assigns.

ARTICLE 12. It is understood that nothing in this contract contained shall be deemed to impose upon the City any burden or obligation with respect to the collection of garbage other than such general obligation in this respect as may be cast upon The City of San Diego by the terms of its Charter or by the laws of the State of California.

ARTICLE 13. It is understood that the Parties of the Second Part shall be subject at all times to the directions and instructions of the City Manager relative to the route to be followed through the city of San Diego in conveying and transporting garbage and market refuse from point of delivery to point of disposal; and it is further understood that all equipment for the handling, transporting and disposal of said garbage must be approved by the City Manager and must be maintained at all times in good condition satisfactory to the City Manager.

ARTICLE 14. Parties of the Second Part agree that all trucks carrying garbage shall be so loaded and driven that none of the contents will be spilled in transit. The Parties of the Second Part shall, as far as possible and subject to the City Manager's directions, avoid hauling garbage and market refuse upon prominent business or residential streets. If during the loading or transportation of garbage and market refuse any of the material falls upon any street, alley or roadway, it shall immediately be removed therefrom by the Parties of the Second Part. Immediately after unloading each tank shall be thoroughly cleansed. No garbage shall be allowed to remain in the City's hoppers under any circumstances over twenty-four (24) hours, and this limit may be shortened at any time when required by either the City Manager or Board of Health of The City of San Diego.

ARTICLE 15. It is mutually agreed that each and every load of garbage and market refuse, when delivered by the City to the Parties of the Second Part at the points of delivery herein permitted, shall be weighed when the price of hogs wholesale is five cents (5¢) per pound live weight, or more, as evidenced by quotations by the Los Angeles Livestock Markets; and a weight ticket made and certified by a Weight Clerk who shall be in the employ of the City of San Diego. These tickets shall be delivered to the office of the City Manager, or his duly authorized representative, daily. Payments shall be made not later than the 15th day of each month for garbage and market

refuse delivered during the preceding month, as shown by the weight tickets as certified by the City Weight Clerk, or such other representative as the City Manager may designate.

ARTICLE 16. The Parties of the Second Part agree that said contract will not be assigned or subcontracts entered into without the written consent of the City Manager and the approval of the City Council, expressed by resolution.

ARTICLE 17. The Parties of the Second Part agree to furnish The City of San Diego with a certificate of the insurance carrier with whom said Parties of the Second Part are carrying policies of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said Parties of the Second Part 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 policies.

The Parties of the Second Part shall cause to be insured by an insurance carrier authorized to do business in the State of California the premises and equipment used in the fulfillment of the contract for public liability and property damage in the following amounts:

Property Damage,	\$5,000.00
Public liability, injury to or death of one person	\$20,000.00
Public liability, injury to or death of two or more persons in one accident, maximum payment	\$50,000.00

ARTICLE 18. Parties of the Second Part agree to furnish The City of San Diego with either a surety bond executed in favor of the City of San Diego by a surety company authorized to do business in the State of California, in the amount of Five Thousand Dollars (\$5,000.00), conditioned upon the faithful performance of the contract, said bond to be a five-year bond renewable from year to year; OR, to file with and place on deposit with the Treasurer of The City of San Diego United States Liberty bonds of the face value of Five Thousand Dollars (\$5,000.00) as a guarantee that the Parties of the Second Part will faithfully perform all the terms, covenants and agreements of this contract. Parties of the Second Part agree that in the event they elect to place on deposit with The City of San Diego the aforesaid Liberty bonds, that said bonds may be sold by The City of San Diego and the proceeds thereof applied on any damages suffered by said City in the event of any failure on the part of Parties of the Second Part to fully and faithfully perform all the terms, covenants and agreements of this contract.

In the event that a surety bond conditioned for the faithful performance of the contract is delivered to the City in lieu of the deposit of Liberty bonds, it is understood that in the event the Parties of the Second Part are unable to obtain a renewal of said surety bond after the first year's operation, The City of San Diego at its option may immediately, without notice, and without liability, terminate the contract.

ARTICLE 19. It is mutually agreed that this contract shall not take effect until Parties of the Second Part have filed evidence with the City Manager of the City of San Diego that the conditions contained in Article 17 have been complied with and have delivered to The City of San Diego, as herein provided, either the surety bond conditioned for the faithful performance of the contract, or Five Thousand Dollars (\$5,000.00) in Liberty bonds, as herein provided for in Article 18.

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,
By JOHN F. FORWARD, JR
DAN ROSSI

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

LEROY E. GOODBODY
WAYNE A. HOOD
CHAS. E. ANDERSON

Members of the Council.
Party of the First Part.

SAN DIEGO HOG PRODUCERS' ASSOCIATION.

GEORGE STYLIANO
L. W. BRAUNER
C. B. HEWITT
H. F. HEWITT

Parties of the Second Part.

(Insurance policies specified, are bound in as part of the original contract)

I hereby approve the form of the foregoing Contract for Disposal of Garbage this 9 day of April, 1934.

C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Garbage Disposal. Being Document No. 287320.

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

By Helen M. Willig Deputy.

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF TIDELAND LEASES.

WHEREAS, on the 27th day of September, 1916, The City of San Diego, as lessor, entered into two certain leases with The Osborn Company, a corporation, as lessee, said leases being contained in Document No. 102905 and Document No. 102906, on file in the office of the City Clerk of said City, for certain tidelands on the Bay of San Diego, in The City of San Diego, County of San Diego, State of California; and

WHEREAS, the Council of the City of San Diego by Ordinance No. 422, entitled, "An Ordinance authorizing the transfer by The Osborn Company, a corporation, to The Union Ice Company, a corporation, of two tideland leases owned by said The Osborn Company," authorized said The Osborn Company to transfer said leases and its rights thereunder to The Union Ice Company, a corporation;

NOW, THEREFORE, The Osborn Company, as the lessee in said hereinabove described leases, does hereby sell, assign and transfer to The Union Ice Company all of its rights, title and interest in and to said leases, and each of them, and in and to all rights which it may have acquired thereunder.

Said The Union Ice Company hereby accepts said assignment of said leases, and hereby undertakes and agrees to assume all of the obligations heretofore assumed by said The Osborn Company as the lessee in said leases, and further agrees that this acceptance shall operate as an acceptance of the terms and conditions of said Ordinance No. 422.

IN WITNESS WHEREOF, said The Osborn Company and said The Union Ice Company have caused their corporate names and seals to be affixed hereto by their proper officers hereunto duly authorized, this 9th day of April, 1934.

(SEAL) ATTEST:
C.A. COGGINS, Secretary

THE OSBORNE COMPANY
By C. K. MELROSE
Vice-President

(SEAL) ATTEST:
C. A. COGGINS, Secretary

THE UNION ICE COMPANY
By C. K. MELROSE, Vice-President

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment & Acceptance of Assignment of Tideland Leases between The Osborn Company & The Union Ice Company of San Diego. Being Document No. 287677.

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

By Helen M. Willey Deputy.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 23rd day of April, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, acting by and through its Council, hereinafter sometimes designated as the City, and F. M. BODENHAMER, dba BODENHAMER CONSTRUCTION CO. party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the contractor by the City, in manner and form as hereinafter in attached specifications provided, the contractor hereby covenants and agrees to and with the City, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install the EL CAPITAN RESERVOIR DAM SPILLWAY EXTENSION 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 19th day of March, 1934, marked "Document No. 287317," and endorsed "Notice Inviting Bids, Proposal, Drawings and Specifications, EL CAPITAN RESERVOIR DAM SPILLWAY EXTENSION" said plans consisting of six sheets, and said specifications consisting of 47 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 Division of Development and Conservation of the Water Department of said City, subject to written approval by the City Manager and by the Council evidenced by Resolution.

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 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 the Charter of the City of San Diego 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 Charter; 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 said Charter and/or of the Public Work Alien Employment Act of the State of California (Statutes of 1931, Chapter 398) or contrary to Section 197 of the Charter of the City of San Diego 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 Charter and/or said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VII. The Contractor further agrees and covenants that in the performance of the work contemplated by this contract he will conform to, abide by and observe all of the requirements included in the following specific conditions:

1. LABOR PREFERENCES. - In the employment of labor, preference shall be given, when they are qualified, to ex-service men with dependents, and then in the following order (a) to citizens of the United States who are bona fide residents of the City of San Diego or who filed declaration of intention to become citizens, and (b) to citizens of the United States who are residents of the State of California or who have filed declaration of intention to become citizens.

2. CONVICT LABOR. - No convict labor shall be employed on the work and no materials manufactured or produced by convict labor shall be used on the work.

3. FORTY-HOUR WEEK. - Except in executive, administrative and supervisory posi-

tions, so far as practical and feasible, in the opinion of the engineer, no individual directly employed on the work shall be permitted to work more than forty hours in any one week.

4. WAGES. - (a) A clear, legible statement of all minimum wage rates to be paid to the several classes of labor, workmen and mechanics to be employed on the work shall be posted in a prominent and easily accessible place at the site of the work, and the contractor and all sub-contractors shall keep a true and accurate record of the hours worked each day by each employee, and the wages paid to each employee, and shall furnish the engineer with a sworn statement thereof on demand.

(b) Designated minimum rates of wages shall not be used in discriminating against assistants, helpers, apprentices and serving laborer who work and serve skilled journeymen mechanics and who are not be termed as "laborers."

5. HUMAN LABOR. - The maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economic and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery.

6. ACCIDENT PREVENTION. - The contractor shall at all times exercise reasonable precautions for the safety of employees on the work and shall comply with all applicable provisions of the Federal, State and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with safety codes approved by the American Standards Association, unless such codes are incompatible with Federal, State or Municipal laws or regulations.

7. MATERIALS. - No machinery or materials shall be used or employed in connection with such construction work except such as shall have been produced or manufactured in the United States or its territories.

8. LOCAL PREFERENCE. - So far as practicable, preference shall be given to the use of locally produced materials if such does not involve higher cost, inferior quality or insufficient quantities, subject to the determination of the engineer.

ARTICLE VIII. 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 relating to the rate of wages to 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:

Classification	Per Diem Wage of 8 Hours
Auto Mechanics	\$ 6.40
Blacksmiths	6.40
Blacksmith Helpers	5.00
Carpenter Foremen	9.00
Carpenters	8.00
Carpenter Apprentices	5.00
Clerks	5.00
Cement Finishers	7.00
Compressor Operators	6.00
Concrete Finishers	7.00
Concrete Finisher Helpers	5.00
Concrete Foremen	6.00
Concrete Form Builders	8.00
Concrete Spreaders	5.50
Concrete Tampers	5.00
Concrete Mixermen	8.00
Cooks	5.50
Crane Operators	7.00
Dragline Operators	7.00
Dragline Operator Helpers	5.00
Drillers	5.50
Drill Sharpeners	6.00
Electricians	8.00
Electrician Helpers	6.50
Excavation Foremen	6.00
Flunkies	5.00
General Foremen	9.00
Hoist Operators	6.00
Laborers	5.00
Materialmen	5.00
Mechanics	6.40
Mechanics Helpers	5.00
Mechanic Trouble Shooters	6.00
Powdermen	6.00
Powdermen Helpers	5.00
Pump Men	5.00
Reinforcing Steel Workers	8.00
Reinforcing Steel Foremen	9.00
Shovel Operators	9.00
Shovel Cranesmen	9.00
Shovel Oilers	6.00
Shovel Pitmen	5.00
Superintendents	9.00
Teamsters	5.00
Tractor Operators over 50 H.P.	7.20
Tractor Operators under 50 H.P.	6.80
Timekeepers	5.00
Truck Drivers under 15,500 pounds	5.50
Truck Drivers over 15,500 and under 25,000 pounds	6.00
Truck Drivers over 25,000 pounds	6.50
Watchmen	4.50
Other classes not less than	5.00

For over time work when the same is permitted by law, 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.

ARTICLE IX. 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 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 ALBERT W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council.

ATTEST:
B.C. FOTLAND

BODENHAMER CONSTRUCTION CO.
F.M. BODENHAMER

Contractor

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

I hereby approve the form and legality of the foregoing contract, this 23rd day of April, 1934.

C. L. BYERS
City Attorney of The City of San Diego.

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER OF
THE PRESIDENT OF THE UNITED STATES, DATED MARCH
14, 1934, AND ENTITLED, "GOVERNMENT CONTRACTS AND
CONTRACTS INVOLVING THE USE OF GOVERNMENT FUNDS."

IT IS HEREBY CERTIFIED that the undersigned is complying with and will continue to comply with each approved code of fair competition to which he is, or may become, subject; and that The City of San Diego shall have the right to cancel this contract for failure to comply with this provision thereof, and thereafter make open market purchases or have the work called for by the contract otherwise performed, at the expense of the contractor.

THE UNDERSIGNED FURTHER CERTIFIES that he will not accept or purchase for the performance of this work or enter into any subcontracts for any articles, materials or supplies, in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with each code of fair competition which relates to such articles, materials or supplies; or in case there is no approved code for the whole or any portion thereof, then, to that extent, with an agreement with the President under Section 4(a) of the National Industrial Recovery Act.

WE HEREBY FURTHER AGREE that whenever a dispute shall arise, between The City of San Diego and the undersigned, supplier of materials, or other person, as to compliance with any code of fair competition or with an agreement with the President under Section 4(a) of the National Industrial Recovery Act in connection with this contract, subcontract or purchase, order mentioned herein, the Administrator for Industrial Recovery or such agency as he shall designate shall decide such dispute; and for the purposes of action under this executive order it is agreed that such decision shall be final and conclusive; and it is further agreed that the determination of such agency of the United States shall be effective for all purposes, pending such final decision.
Dated April 23rd, 1934.

BODENHAMER CONSTRUCTION CO.
F. M. BODENHAMER

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That F. M. BODENHAMER dba BODENHAMER CONSTRUCTION CO. as principal, and Massachusetts Bonding and Insurance Company a corporation organized and existing under and by virtue of the laws of the State of Massachusetts as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One Hundred Forty-eight Thousand Two Hundred Seventy-five and no/100 Dollars (\$148,275.00) (not less than seventy-five percent 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 23rd day of April, 1934.

The condition of the 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 El Capitan Reservoir Dam Spillway Extension 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 19th day of March, 1934, marked Document Nos. 287317 & 287568 and endorsed Notice inviting bids, proposal, drawings and specifications El Capitan Reservoir Dam Spillway Extension; said plans consisting of five sheets, and said specifications consisting of forty-seven 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.

(SEAL) ATTEST:

B. C. FOTLAND

BODENHAMER CONSTRUCTION CO.

By F. M. BODENHAMER, Principal

MASSACHUSETTS BONDING AND INSURANCE CO. Surety

(SEAL) ATTEST:

B. C. FOTLAND

By DONALD B. GOLDSMITH

Attorney-in-fact.

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

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

On this 23rd day of April A.D. 1934 before me, Helen C. Wallace, a Notary Public in and for the County of San Diego personally appeared Donald B. Goldsmith, 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.

HELEN C. WALLACE

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

(SEAL)

My Commission Expires,
March 12, 1938.

I hereby approve the form of the within Bond this 23 day of April, 1934.

C. L. BYERS

City Attorney of the City of San Diego.

Approved by a majority of the members of the Council of the City of San Diego, this 23rd day of April, 1934.

ALBERT W. BENNETT

LEROY E. GOODBODY

WAYNE A. HOOD

HARRY WARBURTON

CHAS. E. ANDERSON

Members of the Council.

(SEAL) ATTEST:

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

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That F. M. Bodenhamer dba Bodenhamer Construction Co. as principal, and Massachusetts Bonding and Insurance Company a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Ninety-eight Thousand Eight Hundred Fifty and no/100 Dollars (\$98,850.00) (not less than fifty 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 23rd day of April, 1934.

The condition of the 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 El Capitan Reservoir Dam Spillway Extension 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 19th day of March, 1934, marked Document Nos. 287317 & 287568, and endorsed Notice inviting bids, proposal, drawings and specifications El Capitan Reservoir Dam Spillway Extension, said plans consisting of five sheets and said specifications consisting of forty-seven 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 Ninety-eight Thousand Eight Hundred Fifty and no/100 Dollars (\$98,850.00), 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, should the above bounden principal well and truly pay or cause to be paid all claims against him for such labor or materials, supplies, teams, or 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.

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.
BODENHAMER CONSTRUCTION CO.
ATTEST: B. C. FOTLAND By F. M. BODENHAMER, Principal

MASSACHUSETTS BONDING AND INSURANCE CO. Surety.
(SEAL) ATTEST: By DONALD B. GOLDSMITH
B. C. FOTLAND Attorney-in-Fact.
(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

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

On this 23rd day of April, A.D.1934 before me, Helen C. Wallace, a Notary Public in and for the County of San Diego, personally appeared Donald B. Goldsmith, 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.

HELEN C. WALLACE
Notary Public in and for the County of San Diego,
State of California.
(SEAL)
My Commission Expires
March 12, 1938.

I hereby approve the form of the within Bond this 23 day of April, 1934.
C. L. BYERS
City Attorney of the City of San Diego.

Approved by a majority of the members of the Council of the City of San Diego, this 23rd day of April, 1934.
THE CITY OF SAN DIEGO.
By ALBERT W. BENNETT
LeRoy E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the 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 F. M. Bodenhamer for the construction of El Capitan Reservoir Dam Spillway Extension. Being Document No. 287765.
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 McCLINTIC-MARSHALL COMPANY OF CALIFORNIA, a corporation, as Principal, and FIDELITY and DEPOSIT COMPANY OF MARYLAND, A CORPORATION organized and existing under the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Twenty-One Thousand Eight Hundred Dollars (\$21,800.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal binds itself, its successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 5th day of March, 1925.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated__, 1925, is about to be made and executed by The City of San Diego, the party of the first part therein, and the above named McCLINTIC-MARSHALL COMPANY OF CALIFORNIA, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of a steel truss superstructure with reinforced concrete deck for the bridge over the San Diego River, at Old Town, in the City of San Diego, California.

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 fore-close mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

McCLINTIC-MARSHALL CO. OF CALIFORNIA
(SEAL) Principal
By W. B. KYLE, Vice-President

(SEAL) FIDELITY AND DEPOSIT COMPANY OF MARYLAND , Surety
By W. M. WALKER, Attorney-in-Fact
By S. M. SMITH, Agent

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 5th day of March, 1925, before me T. E. Seaton, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker 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) T. E. SEATON
Notary Public in and for the State of California,
County of Los Angeles.

I hereby approve the form of the within Bond, this 6th day of March, 1925.
S. J. HIGGINS, City Attorney
By ARTHUR F. H. WRIGHT, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of March, 1925.

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

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

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That we, McCLINTIC-MARSHALL COMPANY OF CALIFORNIA, a corporation, as Principal, and FIDELITY and DEPOSIT COMPANY OF MARYLAND, A CORPORATION, a corporation organized and existing under the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Ten Thousand Nine Hundred Forty Dollars (\$10,940.00), good and lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of March, 1925.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of a steel truss superstructure with reinforced concrete deck for the bridge over the San Diego River, at Old Town, in the City of 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.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this ___ day of ___, 1925.

(SEAL) McCLINTIC-MARSHALL CO. OF CALIFORNIA
Principal
By W. B. KYLE, Vice-President
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
(SEAL) By W. M. WALKER, Attorney-in-Fact
By S. M. SMITH, Agent.

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 5th day of March, 1925, before me T. E. Seaton, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker 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) T. E. SEATON
Notary Public in and for the State of California,
County of Los Angeles.

I hereby approve the form of the within Bond, this 6th day of March, 1925.
S. J. HIGGINS, City Attorney
By ARTHUR F. H. WRIGHT, Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of March, 1925.

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

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

Members of the Common Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California; this 2nd day of March, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and McCLINTIC-MARSHALL COMPANY OF CALIFORNIA, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of a steel truss superstructure with reinforced concrete deck for the bridge over the San Diego River, at Old Town, in the City of San Diego, California. All of said work to be done in accordance with the plans and specifications therefor attached hereto, marked "Exhibit A" and made a part hereof.

Said contractor hereby agrees to do and perform all of the said work at and for the sum of Forty-three Thousand Seven Hundred Forty-eight Dollars (\$43,748.00).

Said contractor agrees to commence said work within fifteen (15) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within one hundred fifty (150) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of Forty-three Thousand Seven Hundred Forty-eight Dollars (\$43,748.00).

The City Engineer shall, at the end of each month during which the said work is to be performed by said contractor under this contract, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the said City, and upon such estimate being made and reported to the Auditing Committee of said City, eighty-five per cent. (85%) of the amount so estimated by the City Engineer to be completed shall be paid, and fifteen per cent. (15%) of the whole estimate on all work performed shall remain unpaid until thirty-five (35) days from the time that the City Engineer shall notify the Common Council in writing that this agreement has been fully and acceptably performed, and thereupon, upon proof that all charges for labor and material have been paid, any balance remaining unpaid shall be paid to said contractor.

Said contractor further agrees that it will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Common Council, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that it will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials, or supplies to be used therein, by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, by the Common Council, the said contractor will repair or replace such damage at its own cost and expense.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized this 2nd day of March, 1925.

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

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

McCLINTIC-MARSHALL CO. OF CALIF-
ORNIA, Contractor (SEAL)
By W. B. KYLE, Vice-President
S. J. HIGGINS, City Attorney

I hereby approve the form of the foregoing contract this 2nd day of March, 1925

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with McClintic-Marshall Co. of California, for the Old Town Bridge, being Document No. 169926.

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

AGREEMENT

WHEREAS, EDWARD H. POST is the owner of Lot 19 Block---Subdivision Atlantic Street Addition, and,

WHEREAS, the provisions of Ordinance No. 401 N.S. of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Atlantic Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect an advertising structure on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the 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 an advertising structure 12.5' 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 advertising structure 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 day of 19 __, by EDWARD H. POST that he will, for and in consideration of the permission granted him to erect an advertising structure on the above described property to 12.5' the front property line, bind himself to, and he hereby by these presents agrees, to move any advertising structure erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 401 N.S. on file in the office of the City Clerk of said City, and such time as the City of San Diego directs him to move said advertising structure to the line designated; that he will move said advertising structure 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 named.

EDWARD H. POST, Owner's Name
3929 Alameda Drive, Address

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 24 day of April A.D. Nineteen Hundred and Thirty-four, before me, C. W. Williams a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward H. Post 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.

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

RECORDED May 3 1934 19 Min. past 10 A.M. in Book 291 at Page 244 of Official Records, San Diego Co., Cal. Recorded at Request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy D. COLE

I hereby certify that I have correctly transcribed this document in above mentioned book.

V. FUERTH
Copyist County Recorder's Office, S.D. County,
California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Set-back Agreement, with Edward H. Post, being Document No. 287873.

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 19th day of April, 1934, by and between THE CITY OF SAN DIEGO, California, acting by and through the members of the Harbor Commission of said City, first party, and SAN DIEGO MUNICIPAL WAREHOUSING CORPORATION, LTD., second party, WITNESSETH:

WHEREAS, said City, as lessor, and J. C. Allison, as lessee, heretofore on the 16th day of August, 1929, entered into a lease of certain tidelands of said city, which said lease is on file in the office of the City Clerk of said City as Document No. 248746, recorded in Book 6, page 319, Records of the City Clerk; and

WHEREAS, San Diego Municipal Warehousing Corporation, Ltd., second party herein, has by assignment of said lease, succeeded to all the right, title and interest of the said J. C. Allison, as lessee, in said lease, and said corporation is now the owner and holder thereof; and

WHEREAS, said City desires and is about to enter into a lease with the State of California of a certain parcel of tide lands, one of the conditions of such proposed lease being that the state shall erect upon the premises to be leased within one year from the granting of such lease a highway district office administration building; and

WHEREAS, the parcel of land proposed to be leased to the State of California includes a portion of the lands included in the hereinabove described lease to said J. C. Allison; and

WHEREAS, second party herein is willing to surrender and relinquish to the City the hereinafter described portion of the lands included in said lease from the City to J. C. Allison;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, to second party in hand paid by first party, the receipt whereof is hereby acknowledged, second party does hereby release, relinquish and surrender up to The City of San Diego all of its right, title and interest in and to that portion of the lands included and covered by said lease between The City of San Diego and J. C. Allison, described as follows:

Beginning at the intersection of the northerly line of A Street with the westerly line of Belt Street, as said intersection is shown on that certain subdivision map adopted by the Common Council September 15th, 1915, and filed in the office of the City Clerk of the City of San Diego, California, under Document No. 93116, said map being officially known as Municipal Tidelands Subdivision Tract No. 1; thence north 0° 01' 40" east along the said westerly line of Belt Street a distance of 174.81 feet to the true point of beginning; thence northwesterly on a line parallel to and distant 174.81 feet northerly from the northerly line of A Street a distance of 200 feet to a point; thence northeasterly on a line parallel to and distant 200 feet westerly from the said westerly line of Belt Street a distance of 54.81 feet to a point; thence southeasterly on a line parallel to and distant 229.62 feet northerly from the northerly line of A Street a distance of 200 feet to a point on the said westerly line of Belt Street; thence south 0° 01' 40" west along the said westerly line of Belt Street a distance of 54.81 feet to the true point or place of beginning; said described parcel being all of lot 10 and the northerly 4.81 feet of lot 11, Block 10, according to said Municipal Tidelands Subdivision Tract No. 1, and containing 10,962 square feet.

Second party does hereby agree and consent that said lease may be and is hereby amended to exclude from the provisions thereof the parcel of land hereinabove described.

Such relinquishment and consent are made, given and accepted with the understanding that if the proposed lease between said City and the State of California shall for any reason not be entered into, or if entered into shall be terminated by reason of the failure of the State to erect a highway district office administration building, upon the premises leased, within one year from the granting of such lease, the land hereby relinquished and surrendered shall by appropriate action on the part of said city be included in said lease between the City and J. C. Allison; provided, however, that should said lease hereafter be further modified to exclude additional lands therefrom and to substitute therefor other lands, then and in that event the provision contained in this paragraph shall be inoperative.

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 San Diego Municipal Warehousing Corporation, Ltd., party of the second part, has caused this instrument to be executed by its proper officers, hereunto duly authorized, the day and year first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

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

THE CITY OF SAN DIEGO
By RUFUS CHOATE
R. H. Van DEMAN
Members of the Harbor Commission
of The City of San Diego.

SAN DIEGO MUNICIPAL WAREHOUSING CORPORATION, LTD.
By J. C. ALLISON

(SEAL) ATTEST:
P. GIANNINI, Assist. Sec.

I hereby approve the form of the foregoing Agreement, this 19th day of April, 1934.

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 Agreement, between Harbor Commission and San Diego Municipal Warehousing Corp., Ltd. being Document No. 287718.

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

SEE PAGE 213 for added affidavit and recordation.

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, EL CAJON MACHINE COMPANY, a corporation, as principal, and NEW YORK CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six hundred eight dollars (\$608.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 2nd day of May, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 23rd day of April, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City one (1) Model "35" Cletrac track laying type tractor, with grouser plate treads without pilot sheels, all in accordance with said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, hereunto duly authorized, this 2nd day of May, 1934.

(SEAL) ATTEST:
VIRGINIA ELLIS

EL CAJON MACHINE CO., Principal
By A. F. BALLANTYNE, Pres.

(SEAL) ATTEST:
LESLIE M. KELLEY

NEW YORK CASUALTY COMPANY, Surety
By CHESTER N. MUNSON,
Its Attorney-in-Fact

I hereby approve the form of the foregoing Bond this 5 day of May, 1934.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City
Attorney

Approved by a majority of the members of the Council this 7th day of May, 1934

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

A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council of The
City of San Diego.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 7th day of May, 1934, by and 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 EL CAJON MACHINE COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One (1) Model "35" Cletrac track-laying type tractor, with grouser plate treads without pilot wheels

Said Contractor agrees to deliver said tractor to said City within Ten days from and after the date of the execution of this contract.

Said contractor hereby agrees to furnish and deliver the said tractor hereinabove described at and for the price of Two thousand four hundred thirty and 20/100 dollars (\$2,430.20).

Said City, in consideration of the furnishing and delivery of said tractor 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 tractor by the City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two thousand four hundred thirty and 20/100 dollars (\$2,430.20).

Said contractor hereby agrees that it will be bound by each and every part of said contract, and deliver and cause to be delivered the said tractor, as herein provided.

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 or material delivered by said contractor unless authorized and directed by resolution of said Council to that effect.

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61592, 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 hereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. M. LOCKWOOD, City Manager
EL CAJON MACHINE COMPANY (SEAL)

I hereby approve the form of the foregoing Contract, this 5 day of May, 1934.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Atty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with E. Cajon Machine Company, being Document No. 287991.

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

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, L. J. NEUNER, doing business under the firm name and style of NEUNER BROS., as principals, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are 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 seventy-nine dollars (\$779.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 3rd day of May, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principals on the 3rd day of May, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City four (4) eight-cylinder, 1934 Model, Ford automobile sedans, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principals have hereunto subscribed their names, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 3rd day of May, 1934.

L. J. NEUNER
Doing business under the firm name and style of
NEUNER BROS.
HARTFORD ACCIDENT AND INDEMNITY COMPANY

(SEAL)

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

Surety.
By GEO. H. MURCH, Attorney-in-Fact

On this 3rd day of May, before me, MARSTON BURNHAM, in the year one thousand nine hundred and thirty-four, 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, 1938.

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

I hereby approve the form of the foregoing Bond this 5 day of May, 1934.

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, this 7th day of May, 1934.

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

A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, ~~County of San Diego~~, State of California, this 3rd day of May, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and L. J. Neuner, doing business under the firm name and style of NEUNER BROS., parties of the second part, and hereinafter sometimes designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractors by said City, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said City to furnish and deliver to said City four (4) eight-cylinder, 1934 Model, Ford automobile sedans; all in accordance with the following specifications:

- Cars to be of not less than 108" wheelbase. To be not less than 21.00 H.P., S.A.E. rating. To have 8 cylinders. To be 5 passenger four-door sedan models. To be equipped with bumpers, front and rear. No extra tire. To have built-in radio aerials, safety glass in all windows, and low speed generators for radio short-wave receiving sets. Cars to be finished in black. Except as noted above, to carry all regular standard equipment. Cars to be delivered to Police Garage, Second and G Streets, properly lubricated and with five gallons of gasoline in tank. Tires to be those supplied as regular equipment by car manufacturer.

Said contractors agree to deliver said automobiles to said City within 15 days after the date of the execution of this contract.

Said contractors agree to furnish and deliver the said automobiles hereinabove described at and for the price of three thousand one hundred fifteen and 56/100 dollars (\$3115.56); provided, however, that the contractors agree to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of The City of San Diego in four (4) certain used automobiles, said automobiles and the prices at which they are respectively so to be accepted by the contractors being as follows, to-wit:

City Automobile Number	Allowance on Purchase Price
9	\$25.00
45	\$25.00
228	\$25.00
260	\$25.00

Said City, in consideration of the furnishing and delivery of said four (4) automobiles by said contractors, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractors herein undertaken and agreed upon, and the acceptance of said automobiles by the City, will pay said contractors, in warrants drawn upon the proper fund of said City, the sum of three thousand and fifteen and 56/100 dollars (\$3015.56), and will execute and deliver to said contractors a conveyance of the interest of The City of San Diego in four (4) certain used automobiles, said automobiles and the prices at which they are respectively so to be accepted by the contractors being as follows, to-wit:

City Automobile Number	Allowance on Purchase Price
9	\$25.00
45	\$25.00
228	\$25.00
260	\$25.00

Said contractors hereby agree that they will be bound by each and every part of said contract, and deliver and cause to be delivered all of said automobiles, as herein provided.

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 or material delivered by said contractors unless authorized and directed by resolution of said Council to that effect.

No interest in this agreement shall be transferred by the contractors 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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61585, authorizing such execution, and the said contractors have hereunto subscribed their names, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager
J. NEUNER

Doing business ^{under} the firm name and style of NEUNER BROS.

I hereby approve the form of the foregoing contract, this 5 day of May, 1934.

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 Neuner Bros., being Document No. 287992.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Skadston 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 26th day of April, 1934.

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, 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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER, 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,)
COUNTY OF SAN DIEGO.) ss.

On this 26th day of April, in the year nineteen hundred thirty-four, 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 Appeared Paul Wolcott, known to me to be the Resident Vice-President and A. P. Muller, known 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 5 day of May, 1934.
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. 61549 passed and adopted on the 9th day of April, 1934, 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

THIS AGREEMENT, made and entered into this 7th day of May, 1934, 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, 1934, to-wit, to and including March 15, 1935.

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 23, 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 (\$1775.32) 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."

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 (\$1775.32) 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 One Thousand Seven Hundred Seventy-five and 32/100 Dollars (\$1775.32) is the net amount that will be due said Company after the deduction of 5% allowed by the Railroad Commission in its Order No. 24487.

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 (\$1775.32).

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.

(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 A. W. BENNETT
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
Members of the Council

I hereby approve the form of the foregoing Contract, this 5 day of May, 1934.
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. 287993

By *August M. Hadstrom* ALLEN H. WRIGHT, City Clerk
Deputy

AGREEMENT FOR SERVICES

Now, this 1st day of May, 1934, THIS AGREEMENT entered into between F. M. LOCKWOOD as City Manager of The City of San Diego, party of the first part, and T. A. HOPKINS, party of the second part, WITNESSETH:

FOR THAT WHEREAS the Council of The City of San Diego duly and regularly passed and adopted Resolution No. 61678 AUTHORIZING F. M. Lockwood as City Manager to contract for the services of T. A. Hopkins upon the following terms and conditions, NOW, THEREFORE, this agreement:

- 1. The City of San Diego agrees to employ Mr. T. A. Hopkins for a period of time commencing the 1st day of May, 1934 and ending on the 31st day of May, 1934.
- 2. For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Four Hundred Dollars (\$400.00).
- 3. The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability and to devote his entire time and attention to the matters desired and directed by the party of the first part.

F. M. LOCKWOOD
City Manager of The City of San Diego, California
Party of First Part.
T. A. HOPKINS, Party of Second Part

APPROVED:
C. L. BYERS, City Attorney
APPROVED:
CIVIL SERVICE COMMISSION
By R. H. SMITH, Personnel Director

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. T. A. Hopkins, can be incurred without a 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 May 11, 1934.

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego
By JAS. S. W. BARBER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with T. A. Hopkins, being Document No. 288059.

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

AGREEMENT FOR SERVICES

Now, this 1st day of May, 1934, THIS AGREEMENT entered into between F. M. LOCKWOOD as City Manager of The City of San Diego, party of the first part, and J. A. SMILEY, party of the second part, WITNESSETH:

FOR THAT WHEREAS the Council of The City of San Diego duly and regularly passed and adopted Resolution No. 61678 authorizing F. M. Lockwood as City Manager to contract for the services of J. A. Smiley upon the following terms and conditions, NOW, THEREFORE, this agreement:

- (1) The City of San Diego agrees to employ Mr. J. A. Smiley for a period of time commencing the 1st day of May, 1934 and ending on the 31st day of May, 1934.
- (2) For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Four Hundred Dollars (\$400.00).
- (3) The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability and to devote his entire time and attention to the matters desired and directed by the party of the first part,

F. M. LOCKWOOD
City Manager of The City of San Diego, California
Party of First Part.
J. A. SMILEY
Party of Second Part

APPROVED: C. L. BYERS, City Attorney
APPROVED: CIVIL SERVICE COMMISSION
By R. H. SMITH, Personnel Director

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. J. A. Smiley, can be incurred without a 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 May, 11, 1934.

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego
By JAS. S. W. BARBER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with J. A. Smiley, being Document No. 288060.

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, D. C.

Apr-24

NOTICE OF RENEWAL

MAY 10, 1934.

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, 1934, and ending with June 30, 1935, 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,

W. R. GREGG,

Acting Secretary of Agriculture

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal from United States Department of Agriculture, being Document No. 288084.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Hadstrom Deputy

AGREEMENT

WHEREAS, GLENN GLASFORD is the owner of a structure erected upon a portion of Pueblo Lot 236, at the intersection of Barnett Avenue and Ingraham Street, and,

WHEREAS, the provisions of Ordinance No. 191 N.S. of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Ingraham Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect an addition to building on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 61679 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect an addition to 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 9th day of MAY, 1934, by Glenn Glasford 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 in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 191 N.S. on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs him to move said building to the 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 named.

GLENN GLASFORD (Owner's Name)
1786 NEALE ST. (Address)

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

On this 10th day of May A.D. Nineteen Hundred and Thirty-Four, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glenn Glasford 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, D

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

Recorded May 17, 1934, 32 Min. past 9 A.M. in Book 291 at Page 335 of Official Records, San Diego, Co., Cal. Recorded at request of

O. M. SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

V. FUERTH

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 Glenn Glasford, being Document No. 288127.

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 30th day of April, 1934, 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 the STATE OF CALIFORNIA, acting by and through the Department of Public Works, as Lessee, hereinafter sometimes called the State, WITNESSETH:

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

Beginning at the intersection of the northerly line of "A" Street with the westerly line of Belt Street, as said intersection is shown on that certain subdivision map adopted by the Common Council September 15th, 1915, and filed in the office of the City Clerk of The City of San Diego, California, under Document No. 93116, said map being officially known as Municipal Tidelands Subdivision Tract No. 1; thence north $0^{\circ} 01' 40''$ east along the said westerly line of Belt Street a distance of 174.81 feet to the true point of beginning; thence northwesterly on a line parallel to and distant 174.81 feet northerly from the northerly line of "A" Street a distance of 200 feet to a point; thence northeasterly on a line parallel to and distant 200 feet westerly from the said westerly line of Belt Street a distance of 125 feet to a point; thence southeasterly on a line parallel to and distant 299.81 feet northerly from the northerly line of "A" Street a distance of 200 feet to a point on the said westerly line of Belt Street; thence south $0^{\circ} 01' 40''$ west along the said westerly line of Belt Street a distance of 125 feet to the true point or place of beginning; said described parcel being all of lots 9 and 10, the southerly 20.19 feet of lot 8, and the northerly 4.81 feet of lot 11, Block 10, according to said Municipal Tidelands Subdivision Tract No. 1, and containing 25,000 square feet.

Said above described lands being shown and designated in red outline upon the plat marked Exhibit "A", hereto attached and made a part of this lease.

TO HAVE AND TO HOLD the said premises and appurtenances, together with the rights and privileges expressed herein, unto the said State of California, for the period of fifty (50) years, commencing on the day of the execution hereof, and extending to the 30th day of April, A.D. 1984, unless sooner terminated as herein provided, at the following rentals:

Three hundred dollars (\$300.00) per year, payable in advance on the first day of each and every year, for the first five (5) years of said term, and/or until a new or different rental is fixed.

The right of the Council of The City of San Diego and of the Harbor Commission of said City, to adjust and increase the said rental at the beginning of each five-year period during said term is hereby expressly reserved to said City; and said lessee in accepting this lease acknowledges the right of the Council and the Harbor Commission to re-adjust and increase the rental of said premises as herein provided. The adjustments of rent shall be based on the valuation of similar adjoining property, which valuation to be used for adjustment shall be the valuation fixed for such similar or adjoining property by the Assessor for municipal taxation purposes; provided, that the rental fixed hereunder for any five-year period of the term shall not exceed in amount seven per cent (7%) annually of the valuation of similar adjoining property used by the Assessor for municipal taxation purposes for the current fiscal year in which said rental shall be adjusted; and provided, further, that if the amount of such rental for any five-year period of the term cannot be agreed upon between the parties then the same shall be determined by arbitration, each party to select one arbitrator and the two arbitrators so selected to select a third. Said arbitrators shall use as a basis for determining the rental to be paid for any ensuing five-year period the valuation of similar adjoining property as aforesaid by the Assessor for municipal taxation purposes for the current fiscal year in which such arbitration proceedings are held, and said arbitrators shall not fix a rental exceeding in amount seven per cent (7%) annually upon said valuation of similar adjoining property.

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 exclusively for a State Division of Highways District Office Building, and for 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 and by the Planning Commission of said City.

(3) All buildings, structures and improvements placed by the State on said premises, and all equipment installed thereon by the State, shall remain the property of the State, and upon the termination of this lease said buildings, improvements, structures and equipment shall be removed from said premises by the State, or otherwise disposed of within a reasonable time after termination hereof, except as hereinafter otherwise provided; subject, however, to any constitutional, statutory or contract lien which the city may have for unpaid rents or charges.

(4) The State shall, within one (1) year from the execution of this lease, complete the erection of, and shall establish and thereafter maintain upon the premises hereby leased, a District Office Building for the State Division of Highways, which said building shall cost not less than approximately forty-five thousand dollars (\$45,000.00), and shall, during the remainder of the term of this lease and any extension or renewal thereof, maintain, operate and occupy said building as the District Office Building of the State Division of Highways, and for no other purpose or purposes. If the State shall fail or neglect to erect said building within the period of time stated herein, or shall at any time during the term of this lease, discontinue the use of said premises, for the purpose herein contemplated, 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 State or remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises; provided, further, that the State shall at any time prior to the expiration of the term of this lease, have the right at its election to surrender to the City this lease and all of its rights hereunder, upon payment to the City of all rentals accrued to the date of such surrender.

(5) Neither the whole, nor any part of this lease shall be assignable or transferable; it being the intent, purpose and consideration of this lease that said premises shall be used for the erection and maintenance by the State of a District Office Building for its Division of Highways as aforesaid.

(6) In the event of breach of any of the covenants by the State herein contained, the City may serve notice in writing upon the State that if such breach is not cured within a sixty-day period the City may declare this lease at an end, and the State shall have no further rights hereunder, and the State 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 the State shall forfeit all rights and claims thereto and thereunder; provided, however, that in the event of the termination of this lease as in this paragraph provided, the State may within such reasonable time as the Harbor Commission of said City may designate, remove all buildings, improvements, structures and equipment, and other personal property of the State from the premises herein leased.

(7) The City reserves the right to lay and maintain water and sewer pipes across any of the premises occupied or to be occupied by the State hereunder, provided, that the State shall not be disturbed in the possession and use of such premises to any greater degree than may be necessary for such purposes.

(8) 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.

(9) At no time during the life of this lease, or any extension thereof, 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 premises. The State agrees that it will landscape and beautify the portion of the leased premises not occupied by its office building.

(10) The right is hereby expressly reserved to the City to terminate this lease at any time the leased premises, in the judgment of the Council or of the Harbor Commission of the City, become needed in connection with the use for commercial and navigation purposes of any portion of the tidelands lying seaward of the bulkhead line, upon payment by the City of the cost of the building erected upon said leased premises, less reasonable depreciation to the time of such termination.

(11) In event a State Building shall hereafter be erected in The City of San Diego, and adequate space therein shall be available to the Division of Highways for its administration offices, the city shall have the right to terminate this lease upon payment of the cost of the building erected upon the leased premises, less reasonable depreciation to the date of such termination.

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-year term hereby granted the State 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 State 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-year term of this lease. The failure of the State so to do shall relieve the City from any obligation to make such renewal.

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 State of California, lessee as aforesaid, acting by and through the Department of Public Works, has caused this instrument to be executed by its proper officers, and when so executed this instrument 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, Lessor.
By RUFUS CHOATE

R. H. VANDEMAN
EMIL KLICKA

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

STATE OF CALIFORNIA, Lessee
By EARL LEE KELLY, Director of
Public Works

(SEAL)

APPROVED:

C. H. PURCELL, State Highway Engineer

By G. M. MCCOY, Assistant State Highway Engineer

STATE OF CALIFORNIA) SS.
COUNTY OF SACRAMENTO)

On this 30th day of April, in the year one thousand nine hundred and thirty-four, before me, Myrtle V. Murray, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared EARL LEE KELLY, known to me to be the Director of the Department of Public Works of the State of California, described in and who executed the within instrument, and also known to me to be the person who executed it on behalf of the said Department of Public Works of the State of California named therein, and he acknowledged to me that he executed the same as said Director of Public Works.

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

MYRTLE V. MURRAY

(SEAL)

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

I hereby approve the form of the foregoing Lease, this day of , 1934

Approved as to Form
C. R. MONTGOMERY

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City
Attorney.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 19th day of April, A.D. 1934, before me, Zola E. Gartner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rufus Choate, R. H. VanDeman and Emil Klicka, Known to me to be the members of the Harbor Commission of The City of San Diego, 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 The City of San Diego.

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)
My Commission Expires
July 10, 1935.

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

RESOLUTION NO. 61553
CONFIRMING THE LEASE OF CERTAIN TIDELANDS
MADE BY THE HARBOR COMMISSION ON BEHALF
OF THE CITY OF SAN DIEGO TO THE STATE OF
CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIV-
ISION OF HIGHWAYS.

WHEREAS, the Harbor Commission of The City of San Diego, pursuant to the powers vested in said Commission by Section 54 of the Charter of said City is about to enter into a lease of certain portions of the tidelands with the State of California Department of Public Works Division of Highways, for a period of fifty (50) years, beginning on the date of the execution of said lease, upon the terms and conditions contained in the form of lease, copy of which is hereto attached and made a part of this Resolution;

NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That said lease, copy of which is hereto attached, between the Harbor Commission and the State of California, be and the same is hereby in all respects ratified, confirmed and approved.

BE IT FURTHER RESOLVED that the City Clerk be, and he is hereby directed to cause certified copies of this Resolution to be attached to the original and duplicate original of said lease.

Presented by Harbor Com. By J. W. Brennan

Approved as to form by H. B. Daniel

Passed and adopted by the said Council of the said City of San Diego, California, this 13th day of April, 1934, by the following vote, to-wit:

YEAS---Councilmen Bennett, Goodbody, Hood, Warburton, Rossi, Anderson and Mayor Forward

NAYS---Councilmen None

ABSENT-Councilmen None

ATTEST:

(SEAL)

JOHN F. FORWARD, JR.
Mayor of The City of San Diego, California.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By AUGUST M. WADSTROM, Deputy.

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL)

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By AUGUST M. WADSTROM, Deputy.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 61553 of the Council of the City of San Diego, California, as adopted by said Council APR 13, 1934.

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease, with State of California Department of Public Works, being Document No. 288132.

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

By Allen M. Wilby Deputy.

CONTRACT

THIS AGREEMENT, made this 9th day of April, 1934, by and between F. M. LOCKWOOD as City Manager of The City of San Diego, and on behalf of said City, as authorized by Resolution No. 61527, party of the first part, and LESTER S. READY, of San Francisco, California, party of the second part, WITNESSETH:

(1) The party of the first part agrees to employ Mr. Lester S. Ready as Chief Engineer to represent the City in Cases numbered 3152 and 3153, now pending before the Railroad Commission of the State of California, for such period of time as may be necessary to satisfactorily and fully complete the presentation of said cases to the Railroad Commission; and the party of the second part agrees to accept said employment and to represent the City to the best of his ability in the presentation of all matters necessary and proper in connection with Cases numbered 3152 and 3153, and to represent the City during such period of time as may be necessary to fully, completely and satisfactorily present said matters for final decision by the Railroad Commission.

(2) For and in consideration of the services of Mr. Lester S. Ready, it is agreed that the party of the first part will pay a retainer fee of one thousand dollars (\$1000.00), upon the execution of this contract. The party of the first part further agrees to pay Mr. Lester S. Ready the sum of one hundred dollars (\$100.00) per day for time spent by Mr. Ready in connection with the investigation and preparation of evidence and in attendance at hearings before the Railroad Commission in connection with the two cases now pending. The party of the first part further agrees to pay traveling and other expenses incurred by Mr. Ready in connection with the investigation and preparation of evidence, and in attendance at said hearings. The party of the first part further agrees to pay the sum of thirty dollars (\$30.00) per day for all time spent by Mr. Roy L. Davis in connection with his work on the said proceedings under the supervision of Mr. Ready, plus traveling and other expenses incurred by Mr. Davis in his investigation, and in attendance at said hearings. Payment of any moneys due the party of the second part will be made monthly, on presentation of bills for the preceding month.

(3) It is agreed that any other employees needed or requested by Mr. Ready, or employed by The City of San Diego direct, shall all be paid directly by The City of San Diego, in such amounts and under such conditions as may be agreed upon between The City of San Diego and such employees.

(4) It is mutually agreed that the maximum liability of The City of San Diego under the terms of this particular contract shall not exceed ten thousand dollars (\$10,000.00), and in no event shall the party of the second part be entitled to receive compensation exceeding that amount under the terms of this contract.

It is further mutually agreed that in the event the per diem compensation herein agreed upon to be paid finally equals the sum of ten thousand dollars (\$10,000.00) that thereafter the services of the party of the second part may not be required by The City of San Diego unless and until a new contract is executed, and a new appropriation made in a sum sufficient to provide for the payment of per diem compensation at the same rate, and for such period of time as may be necessary to fully and completely present the pending cases for final decision of the Railroad Commission.

IN WITNESS WHEREOF, this contract is executed by F. M. Lockwood, City Manager of The City of San Diego, for and on behalf of The City of San Diego, pursuant to authority contained in Resolution No. 61527, duly and regularly adopted on the 9th day of April, 1934, and the said Lester S. Ready has hereunto subscribed his name, the day and year in this agreement first above written.

F. M. LOCKWOOD
City Manager of The City of San Diego, California

Party of the first part
LESTER S. READY
Party of the second part.

I hereby approve the form of the foregoing Contract, this 9 day of April, 1934.

C. L. BYERS, City Attorney

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. Lester S. Ready, can be incurred without a 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 May 17, 1934.

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Lester S. Ready, being Document No. 288230.

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

By Helen M. Wallis Deputy

A G R E E M E N T

Contract N52m-6515.

THIS AGREEMENT, made and entered into this 10th day of May, 1934, by and between the City of San Diego, a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting by and through its Director of Public Works, duly authorized, and the UNITED STATES OF AMERICA, acting by and through its proper officers thereunto duly authorized, WITNESSETH:

That the said City of San Diego, for and in consideration of the covenants on the part of the said UNITED STATES OF AMERICA, hereinafter contained, hereby agrees to furnish the said UNITED STATES OF AMERICA, for the use of the United States Marine Corps, at the site of the Marine Corps Base, Naval Operating Base, San Diego, California, and the Marine Corps Rifle Range, La Jolla, California, WATER, AT AND for the prices as stipulated under Ordinance No. 13565, attached hereto.

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

This agreement shall continue in force for one year from and after July 1, 1934, but it is understood and agreed by and between the parties hereof that in the event the water rates of the City of San Diego are by ordinance changed before the termination of this agreement, then, and in that event, said UNITED STATES OF AMERICA shall pay for the water so furnished such rate as may be established by ordinance, whether or not said rate shall be greater or less than the rate herein agreed upon.

Said UNITED STATES OF AMERICA hereby agrees to pay for the water so furnished the rates as stipulated under the attached Ordinance, unless said rates shall be, during the life of this agreement, changed by further ordinance.

IN WITNESS WHEREOF, the CITY OF SAN DIEGO has caused this agreement to be executed by its Director of Public Works, and the United States of America has caused this agreement to be executed by the Depot Quartermaster, U.S. Marine Corps, San Francisco, California, this 10th day of May, 1934.

THE CITY OF SAN DIEGO
By F. A. RHODES
Director of Public Works.

THE UNITED STATES OF AMERICA
By R. H. DAVIS,
Lt. Col., A.Q.M., U.S.M.C.,
Depot Quartermaster.

ORDINANCE NO. 13565. Attached.

ADDITIONAL CONDITIONS

TAXES:- The prices set forth in this contract include all sales tax duties, imposts, revenues, excise or other taxes applicable to the supplies covered by this contract under any law in force upon date the bid of which this contract is a result, was opened. Any change in the amount of such taxes made by Congress, or any new taxes made applicable by Congress to the supplies covered by this contract after date of opening of the bid of which this contract is a result, the prices stated herein will be increased or decreased accordingly and entered on invoices as a separate item.

ARTICLES OF THE GROWTH & PRODUCTION OF THE UNITED STATES:- It is understood and agreed that only such un-manufactured articles, materials, and supplies, as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, shall be delivered pursuant to this contract.

NRA CODE AGREEMENT:- The contractor shall comply with each approved code of fair competition to which he is subject, and if he is engaged in any trade or industry for which there is no approved code of fair competition, then as to such trade or industry with an agreement with the President under Section 4 (a), of the National Industrial Recovery Act, (President's Re-employment Agreement), and the United States shall have the right to cancel this contract for failure to comply with this provision and make open-market purchases or have the work called for by this contract otherwise performed at the expense of the contractor, and the contractor shall not accept or purchase for the performance of this contract or purchase order, or enter into any subcontracts for any articles, materials, or supplies, in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with each code of fair competition which relates to such articles, materials, or supplies, and/or in case there is no approved code for the whole or any portion thereof then to that extent with an agreement with the President as aforesaid.

The contractor agrees that where the supplies bid upon are not mined, produced, or manufactured in the United States the special or general code of fair practice shall apply to that portion of the contract executed within the United States.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Water Contract with U.S. Marine Corps and the City of San Diego, California. Being Document No. 288289.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

AGREEMENT FOR SERVICES

Now, this 1st day of June, 1934, THIS AGREEMENT entered into between F. M. LOCKWOOD as City Manager of the City of San Diego, party of the first part, and T. A. HOPKINS, party of the second part, WITNESSETH:

FOR THAT WHEREAS the Council of the City of San Diego duly and regularly passed and adopted Resolution No. 61767 authorizing F. M. Lockwood as City Manager to contract for the services of T. A. Hopkins upon the following terms and conditions, NOW, THEREFORE, this agreement:

(1) The City of San Diego agrees to employ Mr. T. A. Hopkins for a period of time commencing the 1st day of June, 1934 and ending on the 30th day of June, 1934.

(2) For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Four Hundred Dollars (\$400.00).

(3) The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability and to devote his entire time and attention to the matters desired and directed by the party of the first part.

F. M. LOCKWOOD

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

T. A. HOPKINS

Party of the Second Part.

APPROVED: C. L. BYERS, City Attorney

APPROVED: CIVIL SERVICE COMMISSION

By R.H. SMITH

Personnel Director

CERTIFICATE OF AUDITOR AND COMPTROLLER. I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. T. A. Hopkins, can be incurred without a 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 June 6, 1934.

G. F. WATERBURY

Auditor and Comptroller of the City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Services of T. A. Hopkins. Being Document No. 288381.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT FOR SERVICES

Now, this 1st day of June, 1934, THIS AGREEMENT entered into between F. M. LOCKWOOD as City Manager of the City of San Diego, party of the first part, and J.A. SMILEY, party of the second part, WITNESSETH:

FOR THAT WHEREAS the Council of the City of San Diego duly and regularly passed and adopted Resolution No. 61767 authorizing F. M. Lockwood as City Manager to contract for the services of J. A. Smiley upon the following terms and conditions, NOW, THEREFORE, this agreement:

(1) The City of San Diego agrees to employ Mr. J. A. Smiley for a period of time commencing the 1st day of June, 1934 and ending on the 15th day of June, 1934.

(2) For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Two Hundred Dollars (\$200.00).

(3) The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability and to devote his entire time and attention to the matters desired and directed by the party of the first part.

F. M. LOCKWOOD

City Manager of the City of San Diego, California.

Party of the First Part.

J. A. SMILEY

Party of the Second Part.

APPROVED: C. L. BYERS, City Attorney

APPROVED: CIVIL SERVICE COMMISSION

By R.H. SMITH

Personnel Director

CERTIFICATE OF AUDITOR AND COMPTROLLER. I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. J.A. Smiley, can be incurred without a 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 June 6, 1934.

G. F. WATERBURY

Auditor and Comptroller of the City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of J. A. Smiley. Being Document No. 288382.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

DEPARTMENT OF COMMERCE
AERONAUTICS BRANCH

Oakland, California.

June 1st, 1934.

NW

City of San Diego,
San Diego, California.

Site No. 1,
SD-LA Airway

Gentlemen:

1. 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. C6ba-205 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 1, 1934, and ending June 30, 1935. Please acknowledge receipt of this letter on one copy hereof.

Very truly yours,

ALVIN O. PREIL

Acting Superintendent of Airways.

Receipt of above notice is hereby acknowledged.

June 8, 1934.

ALLEN H. WRIGHT

City Clerk, San Diego, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal of Lease to U.S. of Site Occupied for Air Navigation Facilities on Pueblo Lands of San Diego. Being Document No. 288411.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

UNDERTAKING FOR STREET LIGHTING.

MISSION BEACH LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 12th day of June, 1934.

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:
J. A. CANNON, Secretary.

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

(SEAL) ATTEST:
E. L. TOLSON
Resident Assistant Secretary.

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

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

On this 12th day of June, in the year nineteen hundred thirty-four 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 E. L. Tolson, 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 June, 1934.

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. 61728 passed and adopted on the 28th day of May, 1934, require and fix the sum of \$714.00 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 18th day of June, 1934, 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 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 including May 15, 1934, to-wit, to and including May 14, 1935.

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 February 23, 1934 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 Forty-two and 65/100 Dollars (\$542.65) 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 One Hundred Seventy and 55/100 Dollars (\$2,170.55) 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".

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 One Hundred Seventy and 55/100 Dollars (\$2,170.55) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of \$2,713.20 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 One Hundred Seventy and 55/100 Dollars (\$2,170.55).

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 Forty-two and 65/100 Dollars (\$542.65), 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 JOHN F. FORWARD, JR.
LEROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
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 12 day of June, 1934.

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 for Mission Beach Lighting District #1. Being Document No. 288463.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Helen M. Kelly Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE SEAGRAVE CORPORATION, a corporation, as principal, and COAST SURETY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, 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-five dollars (\$875.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 7th day of June, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 7th day of June, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City one (1) Type "F", six-cylinder motor, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 7th day of June, 1934.

THE SEAGRAVE CORPORATION
By FRED S. HIRSCH, District Manager
W. W. HIRSCH, Atty. in Fact.

(SEAL)

COAST SURETY CORPORATION, Surety.
By C. A. HASKINS, Attorney-in-Fact.

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

On this 9th day of June, in the year nineteen hundred and four A.D., before me, Olive Anderson, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. W. HIRSCH personally known to me to be the person described in and whose name is subscribed to the within instrument, as the attorney in fact of FRED S. HIRSCH and acknowledged to me that he subscribed the name of FRED S. HIRSCH thereto as principal and his own name as attorney in fact.

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

OLIVE ANDERSON

(SEAL)
My Commission Expires,
Feb. 5, 1938.

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

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

On this 7th day of June in the year one thousand nine hundred and thirty-four before me, A. J. McIver a Notary Public in and for the County of Los Angeles personally appeared C. A. HASKINS known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COAST SURETY CORPORATION, and acknowledged to me that he subscribed the name of the Coast Surety Corporation thereto as surety, and his own name as Attorney-in-fact.

(SEAL) A. J. McIVER
Notary Public in and for the County of _____
State of California.

I hereby approve the form of the foregoing Bond this 16th day of June, 1934.
C. L. BYERS, City Attorney.
By H.B.DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 18th day of June, 1934.

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

JOHN F. FORWARD, JR
LeROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
DAN ROSSI
CHAS. 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, County of San Diego, State of California, this 19th day of June, 1934, by and 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 SEAGRAVE 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 one (1) Type "F" six-cylinder motor, in accordance with the specifications on file in the office of the City Clerk of said City, bearing Document No. 288133, a copy of which specifications is attached hereto, marked Exhibit "A" and hereby made a part hereof.

Said contractor agrees to deliver said motor to said City within thirty (30) days from and after the date of the execution of this contract.

Said contractor agrees to furnish and deliver the said motor hereinabove described at and for the price of thirty-five hundred dollars (\$3500.00).

Said City, in consideration of the furnishing and delivery of said motor 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 motor by the City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of thirty-five hundred dollars (\$3500.00).

Said Contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered the said motor, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material delivered by said contractor unless authorized and directed by resolution of said Council to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61753, 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 F. M. LOCKWOOD, City Manager.

THE SEAGRAVE CORPORATION
By FRED S. HIRSCH, District Manager,
W. W. HIRSCH, Attorney-in-Fact.

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

On this 9th day of June, in the year nineteen hundred and four A.D., before me, Olive Anderson, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. W. Hirsch personally known to me to be the person described in and whose name is subscribed to the within instrument, as the attorney in fact of Fred S. Hirsch and acknowledged to me that he subscribed the name of Fred S. Hirsch thereto as principal and his own name as attorney in fact.

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

(SEAL) OLIVE ANDERSON
Notary Public in and for Los Angeles County,
State of California.

My Commission Expires
Feb. 5, 1938.

I hereby approve the form of the foregoing contract, this 5th day of June, 1934.
 C. L. BYERS, City Attorney.
 By H.B.DANIEL, Deputy City Attorney.

EXHIBIT "A"
 SPECIFICATIONS
 TYPE "F" SIX CYLINDER MOTOR

ENGINE: Four cycle Engine. Water cooled. Vertical "T" head cylinders, cast separately with integral water jackets. Intake and exhaust valve chambers are on opposite sides.
 All gears are enclosed.
 Bore 5 3/4 inches; stroke 6 1/2 inches.
 Six cylinders, rated by S.A.E. formula 79. 3 H.P.
 Brake Horsepower 180.
 Piston displacement 1012 cubic inches.

CRANK CASE: The crank case is of extra deep section, heavily ribbed and flanged for maximum stiffness. It is cast of a special aluminum alloy of great strength, and after being cast is subjected to a special heat treating process which imparts additional strength and stiffness.
 Through bolts are used in clamping cylinders and crank shaft in place. All working mechanism of engine, except oil pump, is fastened in or on the upper section of crank case.
 The oil pan or lower section of crank case bolts to a heavy flange on the upper section, and is of cast aluminum. It has a capacity of five gallons of oil, and contains the ports and passages for conveying the oil to the proper points for lubrication. The oil pan is readily removable for cleaning and for access to the interior mechanism of the engine without disturbing other parts.

CYLINDERS & PISTONS: The cylinders cast separately, are of the best grade Northern grey cast iron and are provided with ample water jackets, which are tested by hydraulic pressure before and after finishing. Cylinders are ground to exact size after machining. The combustion chamber is free from pockets or projections. Pistons are designed specially to insure maximum strength with minimum weight. They are 7 3/4" long and are carefully ground to exact size, and fitted with four highest grade piston rings.

CONNECTING RODS: Connecting rods are made of drop forged steel of I-beam and are carefully heat treated. They are 14" long between center of piston and crank shaft bearings. The cap on the crank shaft end is held in place by four bolts securely locked with castellated nuts and cotter pins. Laminated shims are provided for convenience in making adjustments. The piston end is fitted with a bushing of best phosphor bronze, 2 1/2" long for pin 1 3/8" diameter. Crank pin bearing 2 13/16" diameter and 2 3/4" long.

CRANK SHAFT: The crank shaft is machined from a solid chrome steel drop forging, heat treated and tempered to insure maximum strength. It has seven bearings which are ground to exact size. All main bearings are 3" diameter. The front is 4 3/8" long, rear 4 1/2" long, intermediate bearings 2 1/4" long.

CAM SHAFTS: There are two cam shafts, one on each side of the engine, enclosed in upper section of crank case. They are machined from solid drop forgings of chrome nickel steel. The cams, which are integral with the shaft, are carefully hardened to resist wear, and are accurately ground from master cams to the form giving greatest efficiency. The cam shaft has four bearings, front 3 1/2" long and 2 7/16" diameter, intermediate 1 7/8" long and 2 13/32" diameter and rear 2 3/16" long and 2" diameter. Cam shafts have heavy flanges integrally forged on the front end to which the cam gears are bolted, the gears being enclosed in the forward end of crank case.

BEARINGS: Crank shaft and connecting rod bearings are of babbit metal conforming with S.A.E. specifications and are reinforced with bronze shells.
 Piston pin bushings are of best phosphor bronze.

VALVES: Intake valves are located on the right side of engine and exhaust valves on the left. They are operated by separate camshafts. Valves and stems are forged integral and are made of the highest grade of steel obtainable. Intake and exhaust valves are interchangeable and are 3 1/16" diameter and have 7/16" lift.

LUBRICATION: A self-containing oiling system is provided by means of a gear pump in lower section of crank case, which is driven from cam shaft through spiral gears. The pump forces an abundance of oil under pressure to all crank shaft bearings. Separate oil leads also supply constant level troughs which are cast integral with lower half of crank case and into which the connecting rods dip, thereby lubricating connecting rod bearings. The magneto and water pump drive shaft bearings as well as the front cam shaft bearings and timing gears are lubricated by the overflow from the oil pressure relief valves which are located on top of the gear compartment and which supply a flood of oil to these parts. The other cam shaft bearings, cylinder walls, piston pin bearings, etc., are lubricated by splash with the aid of carefully arranged oil catching reservoirs. The oil pump draws the oil through a large and easily removable screen or filter which is located at the center of the oil pan, thus insuring uninterrupted lubrication.

COOLING SYSTEM: Centrifugal circulating pump.

CLUTCH: A double plate dry type disc is used. It does not chatter or grab and is operated by a foot pedal without the necessity for excessive pressure.

CARBURETOR: The carburetor is of the float-feed type. The float chamber maintains a constant level or supply of gasoline. The carburetor is controlled by a throttle lever.

FLY WHEEL: A steel fly wheel of liberal dimensions is bolted securely to a flange which is forged integral with the crank shaft. A forged steel ring gear for self-starter is attached to fly wheel and is carefully heat treated and hardened.

IGNITION: Two independent systems. First by high tension waterproof magneto to one set of spark plugs. Second, by current from storage battery through a double Delco-Remy ignition system to two other sets of spark plugs. Each system is entirely independent of the other.

GUARANTEE: Engine and hangers are to be built and designed so as to fit in sub-frame of Aerial Truck #1, Seagrave apparatus, Factory No. 43945, and designed so as to connect with present transmission and gear ratio as to guarantee a speed of fifty miles per hour with full load.
Delivery to be made within thirty days from signing of contract.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Seagrave Corporation for one Type "F" six-cylinder motor. Being Document No. 288506.

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That JOHN G. WOOD and SON, doing business under the firm name and style of JOHN G. WOOD & SON, as Principals, and PACIFIC INDEMNITY COMPANY, a body corporate, duly incorporated under the laws of the State of California, and authorized to act as surety under the act of Congress approved August 18, 1894, whose principal office is located in Los Angeles, State of California, 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 and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Three hundred thirty-five dollars (\$335.00), lawful money of the United States, for which payment, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 14 day of June, 1934.

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 John G. Wood and Son the parties of the second part, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractors agree to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to the drilling and cement pressure grouting of one contraction joint at the Lower Otay Reservoir Dam, and to drill and cement pressure grout one contraction joint at the Lower Otay Reservoir Dam, all in accordance with the specifications therefor contained in Document No. 287855, on file in the office of the City Clerk of said City, and for the contract price referred to in said contract.

NOW, THEREFORE, should said contractors 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 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, 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.

IN WITNESS WHEREOF, the said principals have hereunto subscribed their names, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 14 day of June, 1934.

JOHN G. WOOD & SON
By J. G. WOOD
Doing business under the firm name and style of
JOHN G. WOOD & SON
Principals.

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

(SEAL)

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

On this 14th day of June in the year one thousand nine-hundred and Thirty-four, before me, TULA AABERG a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, R. D. SPICER 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 R. D. SPICER 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.

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

(SEAL)

My Commission Expires June 15, 1936.

I hereby approve the form of the foregoing bond, this 12 day of June, 1934.

C. L. BYERS, City Attorney
By GILMORE TILLMAN
Assistant City Attorney.

APPROVED by a majority of the members of the Council of the City of San Diego, this 18th day of June, 1934.

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

JOHN F. FORWARD, JR
LeROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council of the
City of San Diego, California.

KNOW ALL MEN BY THESE PRESENTS, That JOHN G. WOOD and SON, doing business under the firm name and style of JOHN G. WOOD & SON, as Principals, and PACIFIC INDEMNITY COMPANY, a body corporate, duly incorporated under the laws of the State of California, and authorized to act as surety under the act of Congress approved August 13, 1894, whose principal office is located in Los Angeles, State of California, 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 hundred sixty-eight dollars (\$168.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators 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 14 day of June, 1934.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principals have entered into the annexed contract with the City of San Diego to furnish the necessary tools, labor, transportation, materials, equipment and supplies, and other expense of every kind and description necessary or incidental to the drilling and cement pressure grouting of one contraction joint at the Lower Otay Reservoir Dam, and to drill and cement pressure grout one contraction joint at the Lower Otay Reservoir Dam, all in accordance with the specifications therefor contained in Document No. 287855, on file in the office of the City Clerk of said City, and for the contract price referred to in said contract.

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

IN WITNESS WHEREOF, the said principals have hereunto subscribed their names, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 14 day of June, 1934.

JOHN G. WOOD & SON
By J. G. WOOD
Doing business under the firm name and style of
JOHN G. WOOD & SON.
Principals.

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

(SEAL)

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

On this 14th day of June in the year one thousand nine-hundred and Thirty-four, before me, TULA AABERG a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, R. D. SPICER 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 R. D. SPICER 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.

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

(SEAL)
My Commission Expires,
June 15, 1936.

I hereby approve the form of the foregoing Bond, this 12 day of June, 1934.

C. L. BYERS, City Attorney
By GILMORE TILLMAN
Assistant City Attorney.

APPROVED by a majority of the members of the Council this 18th day of June, 1934.

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

JOHN F. FORWARD, JR
LeROY E. GOODBODY
WAYNE A. HOOD
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council of the
City of San Diego, 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 14th day of June, 1934, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and JOHN G. WOOD and SON, doing business under the firm name and style of JOHN G. WOOD & SON, parties of the second part, and hereinafter sometimes designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractors by said City, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and de-

scription necessary or incidental to the drilling and cement pressure grouting of one contraction joint at the Lower Otay Reservoir Dam, and to drill and cement pressure grout one contraction joint at the Lower Otay Reservoir Dam, all in accordance with those certain specifications contained in Document No. 287855, on file in the office of the City Clerk of said City; a full, true and correct copy of which said specifications is hereto attached, marked Exhibit "A" and made a part hereof.

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

Drilling grout holes, 150 linear feet, at	\$ 0.50 per linear foot;
2" steel grout pipe in place, 30 linear feet, at	\$ 1.00 per linear foot;
Grouting by air pressure, 100 cubic feet, at	\$ 1.00 per linear foot;
Cement used in grouting operations, 20 barrels, at	\$ 3.20 per barrel
Sand for grouting operations, 50 cubic feet, at	\$.65 per cubic foot
Chipping and filling keyways, 12 cubic feet, at	\$ 4.50 per cubic foot
Furnishing and operation of grouting equipment,	
lump sum,	\$300.00
Furnishing and setting 1/2" galvanized pipe	
air vents, 6 at	\$ 2.00 each.

Said contractors agree to commence said work within ___ days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within thirty-one days from and after the date of the execution of this contract.

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

Drilling grout holes, 150 linear feet, at	\$ 0.50 per linear foot
2" steel grout pipe in place, 30 linear feet, at	\$ 1.00 per linear foot
Grouting, by air pressure, 100 cubic feet, at	\$ 1.00 per linear foot
Cement used in grouting operations, 20 barrels, at	\$ 3.20 per barrel
Sand for grouting operations, 50 cubic feet, at	\$.65 per cubic foot
Chipping and filling keyways, 12 cubic feet at	\$ 4.50 per cubic foot
Furnishing and operation of grouting equipment,	
lump sum,	\$300.00
Furnishing and setting 1/2" galvanized pipe	
air vents, 6 at	\$ 2.00 each.

Upon completion of the said work, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractors, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the City Manager, 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 City Manager, 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 contractors, 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 contractors.

Said contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractors further agree that they will be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the Council of said City. Further, that they will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the City Manager, the said contractors will repair or replace such damage, at their own cost and expense.

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

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

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

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

Said contractors further agree and covenant that neither said contractors, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman

or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extra-ordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractors shall forfeit, as a penalty to said city, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractors, or by any 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 Section 196 of the Charter of the City of San Diego.

Said contractors further agree and covenant that the contractors 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 Charter of the City of San Diego, or of Public Works Alien Employment Act of the State of California(Stats. 1931, Ch. 398); and that the contractors 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 contractors, or any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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 contractors in charge of the direction of the work, and skilled workman who cannot be obtained in said city.

The contractors further agree that in the performance of the work contemplated by this contract they 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 by any subcontractor in the performance of the work contemplated by this contract; and that the contractors 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 contractors, or by any subcontractor:

<u>Craft or Type</u>	<u>Wage</u> <u>8-hour day.</u>
Laborer	\$5.00
Cement worker	6.00
Grouting operator	7.00
Driller	5.50
Compressor operator	6.00
Other craftsmen and mechanics not here listed	5.00

For overtime work in excess of eight hours in any one calendar day, 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.

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 has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 61754, authorizing such execution, and the said contractors have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager.

JOHN G. WOOD & SON
By J. G. WOOD
Doing business under the firm name and style of
JOHN G. WOOD & SON
Contractors.

I hereby approve the form of the foregoing Contract, this 12 day of June, 1934.
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 John G. Wood & Son for grouting of one contraction joint at the Lower Otay Dam. Being Document No. 288505.

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

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 18th day of June, 1934, by and between THE CITY OF SAN DIEGO, acting through the City Manager of said City, First Party; and H. O. DUERR, doing business under the name and style of San Diego Disposal Company, Second Party, WITNESSETH:

THAT WHEREAS, that certain contract between the parties hereto, dated December 29, 1927, which said contract is on file in the office of the City Clerk of said City, bearing Document No. 217308, for the disposal of certain rubbish, does not require or obligate the City to pay to Second Party the amounts earned by him under said contract oftener than once each month; and

WHEREAS, Second Party is desirous of receiving for a period of four months from the date hereof bi-monthly payments of moneys earned under said contract, and in consideration thereof is willing to discount said payments by an amount equal to interest thereon for 15 days, at the rate of 7% per annum; NOW, THEREFORE,

IT IS UNDERSTOOD AND AGREED, between the parties hereto that during a period of four months from the date of this agreement the First Party will pay to Second Party at fifteen-day intervals the amounts accrued and due to Second Party under said contract instead of at the end of each thirty-day period, and that in consideration of said bi-monthly payments First Party shall deduct from each mid-month payment an amount equal to interest thereon for a period of 15 days, at the rate of 7% per annum; and that Second Party will accept and receive payments as so reduced in full settlement to him under said contract.

IN WITNESS WHEREOF, the First Party has caused this Supplemental Agreement to be executed by its City Manager, and Second Party has hereunto set his hand the day and year first above written.

THE CITY OF SAN DIEGO,
By F. M. LOCKWOOD, City Manager
First Party

H. O. DUERR, Second Party

I hereby approve the form of the foregoing Supplemental Contract this 18th day of June, 1934.

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 Supplemental Agreement with H. O. Duerr, being Document No. 288530.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Sandstrom 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 25th day of June, 1934.

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:
E. L. TOLSON,
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 25th day of June, in the year nineteen hundred thirty-four, 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 E. L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which 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 June, 1934.

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. 61568 passed and adopted by the 23d day of April, 1934, 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 2d day of July, 1934, 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, as 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, 1934, to-wit, to and including April 24, 1935.

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 27, 1934 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 Two Hundred Fifty Dollars (\$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.

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

(SEAL) ATTEST:
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
HARRY WARBURTON
W. H. CAMERON
WAYNE A HOOD
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council.

I hereby approve the form of the foregoing Contract, this 26 day of June, 1934.

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, for Garnet Street Lighting District No. 1; being Document No. 288642.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Madatton Deputy.

UNCERTAKING FOR STREET LIGHTING
LA JOLLA LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six Hundred Thirty-One Dollars (\$631.00), lawful money of the United States of America, to be paid to said to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of June, 1934.

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 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:
E. L. TOLSON,
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 25th day of June, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 26 day of June, 1934.

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. 61569 passed and adopted on the 23d day of April, 1934, 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 2d day of July, 1934, 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;
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 including January 1, 1934, to-wit, to and including December 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 La Jolla Lighting District No. 1", filed October 6, 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 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 Two Thousand Three Hundred Ninety-six and 39/100 Dollars (\$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).

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)

J. A. CANNON, Secretary

By W. F. RABER

THE CITY OF SAN DIEGO

By JOHN F. FORWARD, JR.

HARRY WARBURTON

W. H. CAMERON

WAYNE A HOOD

CHAS. E. ANDERSON

DAN ROSSI

Members of the Council.

I hereby approve the form of the foregoing Contract, this 26 day of June, 1934.

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, for La Jolla Lighting District No. 1, being Document No. 288643.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Madstrom Deputy.

UNDERTAKING FOR STREET LIGHTING

LOMA PORTAL LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 28th day of June, 1934.

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 and as particularly described in Resolution of Intention No. 61470, adopted by the Council of said City March 19, 1934, 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: E. L. TOLSON
Resident Assistant Secretary

By PAUL WOLCOTT,
Resident Vice-President

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

On this 28th day of June, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 July, 1934.

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. 61824 passed and adopted on the 25th day of June, 1934, 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 2d day of July, 1934, 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 NARCUSSUS 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 including June 28, 1934, to-wit; to and including June 27, 1935.

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 March 21, 1934 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 Nine Hundred Ten and 41/100 Dollars (\$1,910.41) in twelve monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "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 One Thousand Nine Hundred Ten and 41/100 Dollars (\$1,910.41) shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of One Thousand Nine Hundred Ten and 41/100 Dollars (\$1,910.41) 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 Calif-

ornia, 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 Nine Hundred Ten and 41/100 Dollars (\$1,910.41).

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:

J. A. CANNON, Secretary

By W. F. RABER

THE CITY OF SAN DIEGO

By JOHN F. FORWARD, JR.

W. H. CAMERON

WAYNE A. HOOD

CHAS. E. ANDERSON

DAN ROSSI

HARRY WARBURTON

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract, this 2 day of July, 1934.

C. L. BYERS, City Attorney

By GILMORE TILLMAN, Deputy City Attorney.

Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, for Loma Portal Lighting District No. 1; being Document No. 288681.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Hadstrom Deputy.

CONTRACT

THIS AGREEMENT made in duplicate this 2nd day of July, 1934, by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California, and THE CITY OF SAN DIEGO, a municipal corporation;

WITNESSETH: That whereas the City of San Diego is now maintaining and operating in the City of San Diego a Police Radio Broadcasting Station and whereas said station at the present time has only one hundred (100) watts power and is available for use by radio receiving sets only within a limited radius of the Central Station and is not available for use by cars of the Sheriff of San Diego County outside of a radius of less than thirty (30) miles from said Broadcasting Station; and

WHEREAS, application has been made to the Federal Radio Commission for a permit to increase the power of said Police Radio Broadcasting Station to four hundred (400) or five hundred (500) watts and whereas if such increase in power is granted and a broadcasting station of four hundred (400) or five hundred (500) watts is installed by the City of San Diego, such radio broadcasting station will be available for use by police and County cars in all parts of the County of San Diego and whereas the City of San Diego now has a contract with The Radiera Corporation for the maintenance of said Police Radio Broadcasting Station, which said contract is for five years from September 1, 1933 and whereas the expense to the County of San Diego of installing a police radio broadcasting station with sufficient power to enable the same to be of use to the Sheriff in any part of the County of San Diego will be One Thousand Four Hundred Forty Dollars (\$1,440.00) and the part of the expense of maintenance of such a station which the County should pay will be Eight Hundred Fifty Dollars (\$850.00) per annum;

NOW, THEREFORE, if the Permit for the increase in the power of said Police Radio Broadcasting Station is granted by the Federal Radio Commission and a radio broadcasting station is constructed and installed by The City of San Diego with sufficient power to be available for use by Sheriff's and other County cars in any part of the County of San Diego, the County of San Diego hereby agrees to pay to The City of San Diego upon the completion of the installation of such a radio broadcasting station in The City of San Diego, the sum of One Thousand Four Hundred Forty Dollars (\$1,440.00) upon the presentation to the Board of Supervisors of a proper and legal claim therefor.

The County of San Diego hereby agrees to pay to The City of San Diego the sum of Seventy and 83/100ths Dollars (\$70.83) per month as its proper share of the increased cost of maintenance of said radio broadcasting station.

It is understood and agreed that the said monthly payments for the maintenance of said station shall begin when said station is completely installed and in operation with sufficient power to be available for use by Sheriff's and other County cars in any part of the territory of the County of San Diego.

It is further understood and agreed that claims for such maintenance shall be presented to the Board of Supervisors in proper and legal form at the end of each month for such maintenance service for the preceding month.

It is further understood and agreed that unless sooner cancelled or modified by mutual agreement between the parties to the contract, this contract shall be in force for a term of four years from and after September 1, 1934.

In consideration of the mutual promises and agreements herein contained, and the payments herein agreed to be made by said County to said City, the said City of San Diego in the event that a permit is granted by the Federal Radio Commission for the increased power herein specified, and in the event that the contract between The City of San Diego and the Radiera Corporation can be modified to conform to the terms of this contract, hereby agrees to install at some suitable location in The City of San Diego, a police radio broadcasting station with sufficient power to be available for use by San Diego County cars and radio receiving sets in any part of the County of San Diego and to operate and maintain the same for at least four (4) years from and after the first day of September, 1934.

Said City of San Diego hereby agrees to accept and broadcast from said Police Radio Broadcasting Station any and all proper information in regard to criminal matters coming to said broadcasting station from any of the legally constituted law enforcement agencies in the County of San Diego.

It is further understood and agreed by and between said contracting parties that the County of San Diego at the expiration of the term of this contract shall have the right to renew said contract upon such terms and conditions as may be agreed upon between the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego.

IN WITNESS WHEREOF the County of San Diego has caused this contract to be executed this 2nd day of July, 1934, by the Chairman of its Board of Supervisors and the Clerk of the Board of Supervisors duly authorized thereunto by resolution duly and regularly adopted by the Board of Supervisors of said County on the 2nd day of July, 1934.

(SEAL)

COUNTY OF SAN DIEGO
By TOM HURLEY
Chairman of the Board of Supervisors
J. B. McLEES
Clerk of the Board of Supervisors
By C. BUCKLEY, Deputy.

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 Resolution No. 61860 duly and regularly adopted on the 2nd day of July, 1934, authorizing such execution, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
W. H. CAMERON
WAYNE A. HOOD
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council

I HEREBY APPROVE the form of the foregoing Contract this 18th day of June, 1934.

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 County of San Diego, being Document No. 288682.

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

SUPPLEMENTAL CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 9th day of July, 1934, 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 THE RADIERA CORPORATION, of San Diego, California, party of the second part, hereinafter sometimes designated as the "Contractor", WITNESSETH:

THAT WHEREAS, The City of San Diego is now maintaining and operating in The City of San Diego a police radio broadcasting station of one hundred (100) watt power, and which is not of sufficient power and capacity to serve radio receiving sets beyond a very limited radius from the central station; and

WHEREAS, application has been made to the Federal Radio Commission for a permit to increase the power of said police radio broadcasting station from one hundred (100) watts to five hundred (500) watts; NOW, THEREFORE,

In event permit is granted by the Federal Radio Commission for the operation of a five hundred (500) watt broadcasting station, The Radiera Corporation, of San Diego, agrees to construct, install and maintain the equipment necessary to increase the present police radio broadcasting station from a one hundred (100) watt station to a five hundred (500) watt station, as granted by the permit of the Federal Radio Commission, and to maintain said station in accordance with all the terms of that certain contract entered into by and between The City of San Diego and The Radiera Corporation of San Diego, California, dated September 1, 1933, being Document No. 284981, filed with the City Clerk of The City of San Diego, September 27, 1933, and in accordance with the specifications attached thereto.

IT IS FURTHER AGREED that the corporation will construct, install and maintain said station with sufficient power to serve radio receiving sets in any part of the County of San Diego, and that said construction and installation shall be completed on or before August 1, 1934.

For and in consideration of the faithful performance by said Contractor of each, every and all of the covenants and agreements undertaken by it to be performed, IT IS AGREED that the City will pay to the Radiera Corporation of San Diego the additional sum of Fourteen hundred dollars (\$1440.00), as follows:

Upon the granting of said Federal Radio Commission's permit, and upon the completion of the construction and installation of such radio broadcasting station by the said Contractor, and the acceptance of the same by the City Manager, seventy-five (75) per cent of the said contract price shall be paid to said contractor, and twenty-five (25) shall not become due and payable until the completion of the work to the satisfaction of the City Manager, 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 (25) per cent shall be and become the sole and absolute property of The City of San Diego to the extent necessary to repay to The City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

IT IS FURTHER AGREED that The City of San Diego will pay to said Contractor, so long as the terms of this contract are complied with, the additional sum of Eight hundred fifty dollars (\$850.00) per year, maintenance, for the term of four (4) years, commencing September 1, 1934, in monthly installments of Seventy and 83/100 dollars

(\$70.83) per month, payable at the end of each and every month.

This supplemental agreement is to become effective September 1, 1934, and to continue in existence during the terms of the original contract, unless otherwise modified or amended by agreement of the parties hereto.

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 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

THE CITY OF SAN DIEGO
By W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council
Party of the First Part

(SEAL) ATTEST:
WILLIAM O. HEATHCOTE, Secretary.

THE RADIERA CORPORATION
By W. D. THOMPSON, President
Party of the Second Part

I hereby approve the form of the foregoing Contract this 18 day of June, 1934.

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 Supplemental Contract, with Radiera Corporation, being Document No. 288583.

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

MASSACHUSETTS BONDING and INSURANCE COMPANY
BOND FOR FAITHFUL PERFORMANCE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, THE RADIERA CORPORATION as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, authorized to transact business in the State of California, as Surety, are jointly and severally held and firmly bound unto THE CITY OF SAN DIEGO, a Municipal Corporation, in the sum of SIXTEEN HUNDRED & NO/100 (\$1,600.00) Dollars, lawful money of the United States of America, to be paid as herein provided, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, administrators and executors, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal, its heirs, administrators and executors, successors and assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform, all the covenants, conditions and agreements in a supplemental contract made between said Principal, as Contractor, and the City of San Diego, a Municipal Corporation, to construct, install and maintain for a period of four (4) years commencing September 1, 1934, the equipment necessary to increase the present police radio broadcasting station from a 100 watt station to a 500 watt station, which contract is attached hereto, for furnishing materials in compliance with specifications and performing the following work, to-wit: All the work hereinbefore described in said contract hereto attached and referred to for a more particular description of said work, or cause the same on its part to be faithfully kept and performed in the manner and form therein specified, then the above obligation to be void, otherwise to remain in full force and effect.

Witness our hands and seals this 16th day of July, 1934.

THE RADIERA CORPORATION
By W. D. THOMPSON
MASSACHUSETTS BONDING AND INSURANCE COMPANY
By E. J. WALSH, Attorney-in-Fact

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

On this 16th day of July in the year one thousand nine hundred and thirty-four before me Dorothy Allen, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared E. J. Walsh known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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
Sept. 3, 1934

DOROTHY ALLEN
Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 18th day of July, 1934.

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 July, 1934.

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

A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
CHAS. E. ANDERSON
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Faithful Performance Bond on Supplemental Contract with Radiera Corporation, being Document No. 288831.

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

MASSACHUSETTS BONDING and INSURANCE COMPANY
MATERIAL AND LABOR BOND
IN CONNECTION WITH THE CONSTRUCTING, INSTALLING AND
MAINTAINING OF EQUIPMENT NECESSARY TO INCREASE THE
PRESENT POLICE RADIO BROADCASTING STATION FROM 100
WATT STATION TO A 500 WATT STATION

KNOW ALL MEN BY THESE PRESENTS, That we, THE RADIERA CORPORATION as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, authorized to transact business in the State of California, as Surety, are jointly and severally held and firmly bound unto THE CITY OF SAN DIEGO, a Municipal Corporation, in the sum of EIGHT HUNDRED & NO/100 (\$800.00) Dollars, lawful money of the United States of America, to be paid as hereinafter provided, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, administrators and executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above bounden Principal was awarded a certain supplemental contract on the 1st day of September, 1934, with the City of San Diego, a Municipal Corporation, for the doing of certain work in said city, which contract is attached hereto and referred to for a more particular description of said work.

NOW, THEREFORE, if the said Principal, or its sub-Contractors fail to pay for any materials, provisions, provender or other supplies, or the use of implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the said Surety will pay for the same, to an amount not exceeding the said sum of EIGHT HUNDRED & NO/100 (\$800.00) Dollars, and also that, in case suit is brought upon said bond, said Surety agrees to pay a reasonable Attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons, companies or corporations or their assigns entitled to file claim under the terms of this bond.

Witness our hands and seals this 16th day of July, 1934.

THE RADIERA CORPORATION
By W. D. THOMPSON

(SEAL)

(SEAL)

MASSACHUSETTS BONDING AND INSURANCE COMPANY
By E. J. WALSH
Attorney-in-Fact.

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 16th day of July in the year one thousand nine hundred and thirty-four, before me Dorothy Allen, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared E. J. Walsh known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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 ALLEN

(SEAL)

Notary Public in and for said County and State.

My Commission Expires
September 3, 1934.

I hereby approve the form of the within Bond, this 18th day of July, 1934.

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 July, 1934.

(SEAL) ATTEST:

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

A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
CHAS. E. ANDERSON
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Material and Labor Bond on Supplemental Contract with Radiera Corporation, being Document No. 288830.

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 5th day of July, 1934, 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 Council of said City under and by virtue of a resolution passed and adopted by an affirmative vote of five members of the Council authorizing the execution of this lease, and C. B. STEDDOM, hereinafter designated as the "Lessee," WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained, and all 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 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 acres of the north half of the northeast quarter of the northwest quarter of Section 4, Township 19 south, Range 2 west, S.B.M., in the County of San Diego, State of California.

Said property is hereby released to the Lessee for the purpose of drilling for, producing, extrating and taking oil, gas, asphaltum, mineral and other hydrocarbon substances from, and storing the same upon said land during the term of this Lease, hereinafter specified, with the right to enter upon said land at all times for said purposes, and from time to time to construct, use, maintain, erect, repair, replace and remove thereon and therefrom all buildings, tanks, machinery, telephone and telgraph 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 terms of this Lease shall be for a 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 one (1) year 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 or unless mechanical difficulties are encountered in the prosecution of the drilling of said well; in the event such formations or mechanical difficulties are encountered, then the Lessee may abandon said well, but this lease shall continue in full force and effect provided operations for the drilling of a new well are commenced within ninety (90) days from the abandonment of the first well and thereafter drilled diligently as hereinabove provided. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, Lessee shall drill a dry hole on this land, to the depth specified above, this lease shall terminate unless operations for the drilling of a new well shall be commenced within three (3) months from the date of the completion of said dry hole, and thereafter be drilled diligently by Lessee.

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

(1) Lessee may at any time after the commencement of drilling and before the discovery of oil on the demised premises, quitclaim the said property to the City, its successors and assigns, and thereupon all rights and obligations of the parties hereto, one to the other, shall cease and determine.

(2) After the discovery of oil, the Lessee may at any time quitclaim any part of said land to the City, its successors and assigns. On the expiration of the fifteen (15) year period, Lessee shall have the right to operate, deepen, redrill and properly maintain all producing wells upon said property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operations, not to exceed five (5) acres for each well. Except as herein provided, full right to said land shall revert to the City free and clear of all claims of the Lessee, except that the City, its successors or assigns, shall not drill any wells upon said land within three hundred (300) feet of any producing well; provided, however, that the last limitation on the right of the City to drill shall not apply to the drilling by said City of a well to oil bearing sands at a lower depth than the then existing, producing wells of the Lessee; and provided, further, that the City when going through the oil sand at the depth of the Lessee's producing wells shall properly safeguard the Lessee's rights by proven methods of shutting out water and all other dangers usual to such drilling.

(3) In the event of the cancellation of this Lease, either in whole or in part, or the termination hereof under the terms hereof, either by expiration, surrender or forfeiture, the Lessee will 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 (6) 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 shall comply with all State requirements relative to the abandonment of oil wells 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 the demised premises, and the production of oil therefrom in paying quantities for a period of thirty (30) consecutive days, then within ninety (90) days thereafter a well shall be commenced by the Lessee on the demised property to offset said producing well, at any point within two hundred (200) feet from a line running at right angles to boundary line through said well; said well not to be drilled, however, more than two hundred (200) feet from the boundary line of the demised property; provided, however, that nothing in this paragraph contained shall be construed as obligating the Lessee to drill upon the premises herein authorized to be leased more than an average of one (1) well to every ten (10) acres.

(6) Drilling and pumping operations shall be suspended in said property only in the event that they are prevented by 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 seventy-five (75) cents per barrel of forty-two (42) gallons at the well.

(7) The Lessee shall have the free use of so much of the oil, water, gas, or hydro carbons produced upon said property as may be required in the operation of the property.

(8) Other than the oil, gas and hydro-carbons specified in paragraph seven (7) hereof, the Lessee shall pay as a rental or royalty for the use of said land, one-sixth (1/6) 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 15th day of each and every month the one-sixth (1/6) part in value of all gas, oil or other products herein mentioned, produced during the preceding calendar month calculated as to oil, at the market price at the well the day the oil is run into the pipe line or storage tanks.

(9) Lessee shall keep a log of each well drilled and permit the City to make copies thereof at any time. 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 10th day of each calendar month.

(10) Lessee shall pay as royalty one-sixth ($1/6$) 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 that 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-sixth ($1/6$) 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 five-sixths ($5/6$) of the increase of the taxes based on the 1933-34 taxes resulting from the discovery of oil or gas on said property and on all his oil stored on said land on the first Monday in March, irrespective of any water development by the City of San Diego.

(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 five hundred thousand (500,000) 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 the fifteen (15) year period, or on the abandonment of a portion of the premises, and in such cases the Lessee may operate such wells as Lessee in his discretion shall deem sufficiently productive to operate.

(16) Lessee shall carry on all operations in a careful workmanlike manner, and in accordance with the laws of the State of California. The Lessee shall keep full record of the operations and production and sales of products from said property, and such records and operations on the property shall be at all reasonable times open to the inspection of the City. Whenever requested by the City, the Lessee shall furnish to the City a copy of the log of all wells drilled on said property.

(17) The City shall have the right to the use of the surface of said land for agricultural and grazing purposes to such an extent as will not interfere with the proper operation of the Lessee for oil. The Lessee agrees 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 agrees 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 the written consent of the City.

(19) The City may have the use free of charge of any water developed by the Lessee at its own expense 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.

The City of San Diego shall have free access at all times to any portion of the property above described without compensation to the Lessee for the purpose of developing, extracting, pumping, storing and delivering water to its inhabitants or the inhabitants of the communities adjacent or contiguous to the line of supply and/or as may be required for the best interests of The City of San Diego. The City shall, however, not be required to develop or deliver water to the Lessee.

The Lessee shall take such precautions as may be necessary and/or required to safeguard the subsurface water supply of the City which may be developed by the City on the property and the Lessee shall prevent pollution of the same due to any of his operations in connection with the lease herein.

The Lessee may develop for his own use and at his own expense water for his own supply to be used on the property, but he shall not sell to any other party water from the above described property. The title to any water developed by him shall be and remain the property of The City of San Diego, and the Lessee shall acquire no rights or interest therein, either by prescription, user or otherwise.

(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 not to exceed 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 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.

Any notice from the City to the Lessee may be given by sending the same by registered mail addressed to the Lessee, or his successors or assigns, at 614 Commonwealth Building, San Diego, California. The Lessee may at any time by a written notice to the City change the place of giving notice, and after such written notice to the City by registered mail, the City shall send all notices intended for the Lessee, or his successors or assigns, to the address which may be so indicated.

(25) All work done on the land by the Lessee shall be at the Lessee's sole cost and expense, and the Lessee agrees to protect the land of the City from all claims of contractors, laborers or material men, 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. Lessee further agrees that before beginning drilling operations upon the land herein demised he will furnish the City with a good and sufficient bond by a Surety Company authorized to transact business in the State of California, which bond shall be approved by the City, and shall be conditioned upon the payment by the Lessee of all claims for labor and/or materials arising out of the drilling operations aforesaid, or in connection therewith.

(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 be 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 such assignment, release and assumption shall be effective as to said City only upon the consent in writing of a majority of the 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 with any San Diego Bank, subject to the approval of the Lessor, 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 the time and in the manner as provided in this Lease, or whenever it is determined that said Lessee has failed to discover gas, oil, or other substances as provided for herein, or in the event of a breach or failure on Lessee's part to perform any of the terms or conditions herein contained.

The said Lessee will, within 20 days after execution of this lease, deposit with The City of San Diego a surety bond in the sum of One thousand dollars (\$1000.00), to be approved by the City Attorney and the Council of The City of San Diego, as a guarantee for the payment of rental for the first twelve (12) months of this lease, which rental is hereby fixed at One thousand dollars (\$1000.00); provided, however, that on the performance of the conditions, stipulations and terms of this lease, or on the discovery of oil, gas, petroleum, or other hydrocarbon substances or minerals in paying quantities, no rental shall be charged, and said surety bond shall be forthwith terminated; provided, however, that should Lessee default in any of the terms of this lease, the City shall retain said amount due as rental, as above provided.

(30) This lease shall not become effective or binding on the City of San Diego unless and until the bond provided for in Paragraph 29 has been filed, approved, and accepted as herein provided.

(31) This lease shall not be assigned by the Lessee without the written consent of a majority of the Council of The City of San Diego.

(32) IT IS EXPRESSLY UNDERSTOOD AND AGREED that notwithstanding any other provisions of this instrument, any and all covenants, conditions and obligations of Lessee hereunder are subject to and qualified by all laws, regulations, restrictions, and other matters of public policy relating to the industry, which may from time to time be applicable thereto; and that no delay or failure or performance arising from any thereof or from any act of God, strike, lockout, riot, invasion, insurrection, state of war, interference with transportation, or when oil of the quality produced on said property shall be less than seventy five (\$.75) cents at the well per barrel of forty-two (42) gallons, shall cause any forfeiture or other prejudice of the rights of Lessee, his successors or assigns, hereunder; and that during the continuance of any such conditions performance of Lessee's covenants and obligations hereunder is executed.

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 said Lessee has hereunto subscribed his name, this 5th day of July, 1934.

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

(SEE PAGE 136 FOR BOND)

THE CITY OF SAN DIEGO
By W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council of The City
of San Diego, California.
C. B. STEDDOM, Lessee

I hereby approve the form of the foregoing Lease, this 5th day of July, 1934.
C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Oil Lease, with C. B. Steddom, being Document No. 238725.

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

By *August M. Kesterson* Deputy.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made and entered into by and between the City of San Diego, hereinafter referred to as the City and the State of California, by the Department of Public Works thereof, acting by and through the Director of Public Works, hereinafter referred to as the State.

in after referred to as the State.

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Chapter 767, Statutes of 1933, the Department of Public Works shall annually expend from the state highway fund an amount equal to one-quarter of one cent per gallon tax on motor vehicle fuel, after the proportionate payments therefrom into the "fuel tax enforcement fund" and after the proportionate refunds shall have been made, within the incorporated cities and cities organized under freeholder charters, and any city and county in this state, in the proportion that the total population in each city or city and county bears to the total population in all such cities in the state:

WHEREAS, the California Highway Commission has allotted for expenditure within said City the sum of \$10,000.00 of the amount budgeted from the state highway fund for cooperative work within incorporated municipalities;

WHEREAS, the City of San Diego declares said City will obtain from the County of San Diego for the work hereinafter set forth, the sum of \$2,000.00);

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the City and the State do hereby mutually agree as follows:

WORK EMBRACED IN PROJECT

ARTICLE I. The work covered by this agreement includes acquisition of right of way, construction and maintenance as more specifically described and referred to as Projects 1 to 4, inclusive:

Project 1. The maintenance of the streets comprising state highway routes within the City until June 30, 1935, as follows:

Route 2. Beginning at the north city limits on State Highway Route 2, thence south about 4.6 miles to the La Jolla - Miramar Road, thence south along Rose Canyon Road about 5.4 miles to Balboa Avenue, thence south along the new west Atlantic Extension about 4.6 miles to Barnett Avenue, thence southeasterly along Atlantic Street to Market Street, thence along Market Street to 12th Street, thence along 12th Street to National Avenue, along National Avenue to Sigsbee Street, thence along Sigsbee Street to Main Street, thence along Main Street to the south city limits, a length of approximately 22.36 miles.

Route 12. Beginning at junction of West Atlantic Street, route 2, and Barnett Avenue, thence along Barnett Avenue to Lytton Street, thence along Lytton Street to Rosecrans Street, thence along Rosecrans Street to Canon Street, thence along Canon Street to Talbot Street, thence along Talbot Street to California Boulevard, thence along Catalina Boulevard to northerly boundary of U. S. Military Reservation.

Beginning again at junction of Market Street and 12th Street, Route 2, thence along 12th Street and Park Boulevard to El Cajon Avenue, thence along El Cajon Avenue to east city limits, a length of approximately 15.08 miles.

Route 77. Fairmount Avenue from junction with El Cajon Avenue Route 12, to the north city limits, a length of approximately 0.25 mile.

Route 200. Broadway from junction with Atlantic Street, Route 2, to 30th Street, thence along 30th Street to Federal Boulevard ("F" Street), thence along Federal Boulevard to Lemon Grove Boulevard, thence along Lemon Grove Boulevard to east city limits, a length of approximately 6.85 miles.

Project No. 2. The painting of traffic stripes on Route 12, El Cajon Boulevard between Park Boulevard and College Avenue, and on Route 2 between Barnett Avenue and the northerly end of the double highway at summit of Torrey Pines Grade.

Project No. 3. Atlantic Street, between Broadway and Market Streets, State Highway Route 2, about 0.27 mile, to be graded 76 feet wide between curbs and paved 40 feet wide.

Project No. 4. The acquisition of additional right of way to provide a width of 120 feet for widening of Atlantic Street, State Highway Route 2, between Broadway and Market Streets.

SURVEY AND PLANS

ARTICLE II. The City will make the necessary surveys and plans for the work hereinabove designated under Projects 3 and 4. No part of the cost incurred by the City for preliminary engineering, surveys and plans will be defrayed from the funds covered by this agreement. The cost of checking the plans, preparing preliminary report, estimates, specifications, advertising and distributing the proposal therefor, incurred by the State shall be financed from the funds hereinafter provided.

RIGHT OF WAY

ARTICLE III. The right of way for Project 4 will be secured by the City and the cost thereof will be defrayed from funds hereinafter provided for. The acquisition of right of way shall include removing obstructions, demolishing or moving and altering buildings or other improvements, the cost of damages, and all other expense necessary or incidental to providing a right of way clear and free from all obstructions or encumbrances.

CONSTRUCTION

ARTICLE IV. (A). The State will construct or cause to be constructed, by or under the direct supervision of the Department of Public Works, the improvements designated as Projects 2 and 3 in Article 1 above, in accordance with the plans, specifications and estimates therefor.

Any minor changes in plans and specifications, due to unforeseen contingencies or made desirable by conditions developing during the progress of the work, may be made by the State.

Any equipment furnished by the State for this project will be charged at the rental rates established by the Department of Public Works.

The work on this project may be performed by contract or by state forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the State.

MAINTENANCE

ARTICLE V. The streets comprising the state highway routes within the city limits as set forth in Project I, Article I of this agreement, for the period therein prescribed, will be maintained by or under the direct supervision of the City of San Diego. Maintenance work will be adequate to preserve and keep the roadway, structures and facilities in the safe and usable condition to which they have been improved or constructed, and provision will be made for cleaning the streets and the constant making of needed repairs to preserve a smooth surface. Said maintenance work shall be satisfactory to the Department of Public Works and shall be subject at all times to inspection and approval by the authorized representative of the State.

It is further mutually agreed and understood that should the Department of Public Works at any time consider the maintenance of the State highway routes or any portion of any route thereof unsatisfactory and inadequate for the traffic needs and conditions thereon, and that if said City does not correct the unsatisfactory conditions after due notice thereof from the Department of Public Works, the Department of Public Works may enter upon said State highway route and maintain said street with its own forces, and the cost thereof will be defrayed from the City's share of the 1/4 cent gas tax allocation.

Within 60 days after the close of the fiscal year ending June 30, the City will file with the Department of Public Works on forms furnished by the State, a statement of expenditures made on each state highway route as described in Project 1, Article I hereof, during the preceding year.

FUNDS

ARTICLE VI. Funds to defray the cost of the work hereinabove provided for are available as follows:

	1/4 cent fund	Cooperative fund	Local fund
Project 2	\$1,800.00		
Project 3	12,500.00	\$10,000.00	\$2,703.00
Project 4	15,000.00		
TOTALS	\$29,300.00	\$10,000.00	\$2,703.00

The City further agrees to furnish sufficient money from other city funds in addition to the amount hereinabove specified to provide for the adequate maintenance of the State highway routes described in Project 1, Article I hereof, during the current biennium ending June 30, 1935.

The State will pay the cost of Projects 2 and 3 from the funds provided by the State as above set forth.

Upon demand of the State, the City will forward warrants to the Department of Public Works in the amount of Local Funds as above set forth.

When the work on Projects 2 and 3 shall have been completed, the Department of Public Works will prepare and submit to the City a detailed statement of cost and expenditures therefor.

The Department of Public Works hereby delegates to the City of San Diego the expenditure of funds to defray the cost of Project 4.

As the acquisition of right of way progresses on Project 4, the Director will forward warrants to proper city officials for work already accomplished. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's obligations as above set forth, after deducting therefrom any expenditures made or to be made by the State on account of Projects 2 and 3 are fully discharged; provided that payment of the 1/4 cent gas tax allocation in advance of actual apportionment of gas tax revenue by the State Controller shall not exceed the amount estimated to accrue to the City during the biennium ending June 30, 1935, as such estimates may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

When the work on Project 4 shall have been completed, the City will prepare and submit to the State a detailed statement of cost and expenditures therefor.

It is mutually agreed that any funds accruing to the City of San Diego from the one-quarter of one cent per gallon tax on motor vehicle fuel as authorized by Chapter 767, Statutes of 1933, after the expenditures herein provided for, shall accumulate to the credit of said City for expenditure at a later date.

MISCELLANEOUS PROVISIONS

ARTICLE VII. The Department of Public Works hereby delegates to the City Council of the City of San Diego jurisdiction and full police powers and authority to regulate traffic, parking, encroachments, permits, etc., except the erection of traffic signs and "Stop" and "Go" signals, over the streets constituting the state highway routes within the City of San Diego.

IN WITNESS WHEREOF, the Parties hereunto have affixed their signatures and official seals, the City on the 7th day of June, 1934, and the State on the 14 day of June, 1934.

(SEAL)

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

(SEAL)

Approved JUN 13 1934
G. E. MCCOY, Assistant State Highway Engineer

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
EARL LEE KELLY, Director of
Public Works

Approval Recommended

L. V. CAMPBELL, Engineer of City and Cooperative Projects
Approved C. C. CARLETON, Chief Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Acquisition, Construction, Maintenance, Routes 2, 12, 77, 200, with State of California Dept. of Public Works, being Document No. 288584.

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

AGREEMENT

WHEREAS, JAMES E. COLLUMB is the owner of a portion of Pueblo Lot 236, at the intersection of Barnett Avenue and Ingraham Street, and,

WHEREAS, the provisions of Ordinance No. 191 N.S. of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Ingraham Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect an addition to building on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 61679 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect an addition to 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 9th day of May, 1934, by James E. Collumb 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 in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 191 N.S. on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs him to move said building to the 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 named.

JAMES E. COLLUMB, Owner's Name

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 12th day of June, A.D. Nineteen Hundred and Thirty-Four, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James E. Collumb 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 JUN 15, 1934. 55 Min. past 9 A.M. in Book 307 at Page 57 of Official Records, San Diego Co., Cal. Recorded at Request of Grantee.

O. M. SWOPE, County Recorder
By Deputy D. COLE

I hereby certify that I have correctly transcribed this document in above mentioned book.

O. PRIOR
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 E. Collumb, to set back building, being Document No. 288478.

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

AGREEMENT

WHEREAS, William Benbough is the owner of Lots 9, 10, 11 Subdivision West Atlantic and,

WHEREAS, the provisions of Ordinance No. 400 N.S. of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Atlantic Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a re-faced sign on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 61828 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a sign to 2.5' 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 sign 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 day of ___, 19___, by ___ that he will, for and in consideration of the permission granted him to erect a sign on the above described property to 2.5' the front property line, bind himself to, and he hereby by these presents agrees to move any sign erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Document No. ___ on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs him to move said sign to the line designated; that he will move said sign 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 named.

WILLIAM BENBOUGH, Owner's Name
4156 Atlantic St.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 20th day of June A.D. Nineteen Hundred and Thirty Four, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William Benbough 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 JUN 27 1934 21 Min. past 9 A.M. in Book 302 at Page 386 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.

RUTH HUBBARD
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 to set back Building, being Document No. 288543.

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

AGREEMENT FOR SERVICES

NOW, this 2nd day of July, 1934, THIS AGREEMENT entered into between F. M. LOCKWOOD, as City Manager of The City of San Diego, party of the first part, and T. A. HOPKINS, party of the second part, WITNESSETH:

FOR THAT WHEREAS, the Council of The City of San Diego duly and regularly passed and adopted Resolution No. 61896 authorizing F. M. Lockwood as City Manager to contract for the services of T. A. Hopkins, upon the following terms and conditions, NOW, THEREFORE, this agreement:

(1) The City of San Diego agrees to employ Mr. T. A. Hopkins for a period of time commencing the 1st day of July, 1934, and ending on the 31st day of July, 1934.

(2) For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Four hundred dollars (\$400.00).

(3) The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability, and to devote his entire time and attention to the matters desired and directed by the party of the first part.

F. M. LOCKWOOD
City Manager of The City of San Diego, California
Party of the First Part
T. A. HOPKINS
Party of the Second Part

APPROVED:
GILMORE TILLMAN,

APPROVED
CIVIL SERVICE COMMISSION
By R. H. SMITH, Personnel Director

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. T. A. Hopkins, can be incurred without a 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 July 6th, 1934.

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services, with T. A. Hopkins, being Document No. 288743.

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

(BOND ON C. B. STEDDOM OIL LEASE) COLUMBIA CASUALTY COMPANY

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, C. B. STEDDOM of San Diego, California, as Principal, and COLUMBIA CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of New York, and duly authorized to transact business within the State of California, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, CALIFORNIA, a Municipal corporation, hereinafter called the Oblige, in the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1000.00) lawful money of the United States of America, to be paid to the said CITY OF SAN DIEGO, CALIFORNIA, a Municipal corporation, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, successors, executors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

WHEREAS, the above named Principal has entered into an agreement of Lease dated July 5, 1934, with the City of San Diego, in accordance with the provisions of Resolution 61873 whereby the said City of San Diego has agreed to lease to the said C. B. STEDDOM certain portions of the City's Lands as in said Lease more particularly described, for the purpose of drilling for, producing, extracting and taking oil, gas, asphaltum and other hydrocarbon substances from and storing the same upon said land during the term of said lease, and

WHEREAS, it is provided by said Lease that a rental shall be charged for the first twelve (12) months of the Lease in the sum of ONE THOUSAND DOLLARS (\$1000.00), with the provisions that on the performance of the conditions, stipulations and terms of this Lease, or on the discovery of oil, gas, petroleum or other hydrocarbon substances or mineral in paying quantities, no rental shall be charged, and

WHEREAS, it is required by said Lease that a bond be furnished by said Principal in the penal sum of ONE THOUSAND AND NO/100 DOLLARS (\$1000.00), conditioned for the payment of said rental in case said rental shall become due under the terms of said lease;

NOW, THEREFORE, the condition of this obligation is such that if the said Principal, C. B. STEDDOM, shall well and truly pay to the said Obligee, City of San Diego, the said rental, if the same shall become due, not exceeding the sum of ONE THOUSAND DOLLARS, or shall produce oil, gas, petroleum, or other hydrocarbon substances or mineral in paying quantities, as provided in said Lease, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the seal and signature of the said Principal is hereto affixed and the corporation seal and name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at San Diego, California, this 23rd day of July, 1934.

C. B. STEDDOM, Principal

COLUMBIA CASUALTY COMPANY
By GILMAN A. GIST, Attorney-in-Fact

(SEAL) ATTEST:
A. H. ANDERSON, Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 23rd day of July A.D. 1934, before me, BENJAMIN POLAK, a Notary Public in and for the County of San Diego, personally appeared GILMAN A. GIST and A. H. ANDERSON, Attorneys-in-fact of the COLUMBIA CASUALTY COMPANY, to me personally known to be the individual described in and who executed the within instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the said Attorney-in-fact of the Company aforesaid, and that the seal affixed to the within instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such Attorney-in-fact 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, State of California, the day and year first above written.

BENJAMIN POLAK

(SEAL) Notary Public in and for said County of San Diego
My Commission Expires Jan. 12, 1938 State of California.

I hereby approve the form of the within Bond, this July 25 day of July, 1934.

C. L. BYERS, City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 2nd day of July, 1934.

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

A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bond, re Oil Lease of C. B. Steddom (which oil lease is Document No. 288725), being Document No. 288928.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By *August M. Headstrom* Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That CONSUMERS OIL COMPANY, as Principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Twelve hundred fifty dollars (\$1250.00), 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 29th day of June, 1934.

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 CONSUMERS OIL COMPANY, the party of the second part, 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 the furnishing, hauling and spreading of, and to furnish, haul and spread, approximately 2040 barrels of asphaltic road oil, all in accordance with the specifications therefor referred to in said contract, and for the contract price referred to in said contract.

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against it 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 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, supplies, teams or transportation furnished, or both, together with a reasonable attorney's fee to be paid by the court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

IN WITNESS WHEREOF, the said principal has caused this bond to be executed by its proper officers, thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 29th day of June, 1934.

CONSUMERS OIL CO.
By EDWIN PYLE

HARTFORD ACCIDENT AND INDEMNITY COMPANY,
SURETY
By WALTER R. WHITFORD, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 29th day of June, 1934, before me OPAL GRAVES, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared WALTER R. WHITFORD, known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

(SEAL)
My Commission Expires
June 18, 1938.

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

I hereby approve the form of the foregoing Bond, this 26 day of June, 1934.

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, this 16th day of July, 1934.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

JOHN F. FORWARD, JR.
A. W. BENNETT
A. S. DAVIS
W. H. CAMERON
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council of The City of San Diego.

KNOW ALL MEN BY THESE PRESENTS, That CONSUMERS OIL COMPANY, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six hundred twenty-five dollars (\$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, jointly and severally, firmly by these presents.

SIGNED BY US and dated this 29th day of June, 1934.

THE CONDITION of the 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 the furnishing, hauling and spreading of, and to furnish, haul and spread, approximately 2040 barrels of asphaltic road oil, all in accordance with the specifications therefor referred to in said contract, and for the contract price referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has caused this bond to be executed by its proper officers, thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 29th day of June, 1934.

CONSUMERS OIL CO., Principal
By EDWIN PYLE

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety
By WALTER R. WHITFORD,
Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 29th day of June, 1934, before me, OPAL GRAVES, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared WALTER R. WHITFORD, known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

(SEAL)
My Commission Expires
June 18, 1938.

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

I hereby approve the form of the foregoing Bond, this 26 day of June, 1934.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Deputy City Attorney

APPROVED by a majority of the members of the Council this 16th day of July, 1934.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

JOHN F. FORWARD, JR.
A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council of The City of San Diego, California

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 30th day of June, 1934, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and CONSUMERS OIL 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 in 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, hauling and spreading of, and to furnish, haul and spread, approximately 2040 barrels of asphaltic road oil, all in accordance with those certain specifications contained in Document No. 288330, on file in the office of the City Clerk of said City; a full, true and correct copy of which said specifications is attached hereto, marked Exhibit "A", and made a part hereof.

Said contractor hereby agrees to furnish, haul and spread said road oil at and for the price of \$1.225 per barrel.

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 45 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 sum of \$1.225 per barrel.

Upon completion of the said work, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the City Manager, and it is accepted by The City of San Diego, and until release shall have 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 City Manager, 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 contractors, 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.

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 City Manager, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the Council of said City. 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 City Manager, the said contractor will repair or replace such damage, at its own cost and expense.

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

The right is reserved to make such changes in the execution of the work to be done under the specifications as in the judgment of the 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 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 action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any 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 Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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.

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 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 by 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 the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Craft or Type	Wage 8-hour Day.
Truck Drivers (truck with load under 15,000 pounds)	\$5.50
Truck Drivers (truck with load over 15,000 and 25,000 pounds)	\$6.00
Truck Drivers (truck with load over 25,000 pounds)	\$6.50
Laborers (truck drivers' helpers)	\$5.00
Other craftsmen and mechanics not here listed	\$5.00

For overtime work in excess of eight (8) hours in any one calendar day, 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.

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 has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 61805, 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 first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

CONSUMERS OIL CO.
By EDWIN PYLE

I hereby approve the form of the foregoing Contract, this 18th day of June, 1934.

C. L. BYERS, City Attorney

to-wit: All oil shall be furnished and placed according to the following specifications,

Heavy Fuel Oil shall contain not less than sixty per cent (60%) nor more than seventy (70%) of asphaltic residue having a penetration eighty (80) at a temperature of seventy-seven degrees (77°) F.

The flash point by the Pensky-Martens closed tester method shall not be lower than two hundred twenty-five degrees (225°) F.

It shall have a specific viscosity (Engler) at one hundred twenty-two degrees (122°) F., of not less than fifty-five (55) nor more than eighty-five (85) or a Saybolt-Furol time of not less than two hundred twenty (220) seconds nor more than three hundred (300) seconds.

Test Methods. All tests of fuel oils, except the viscosity and asphalt determination, shall be made in accordance with the standards of the American Society for Testing Materials applicable thereto.

Specific viscosity (Engler) shall be determined as described in the United States Department of Agriculture Bulletin No. 1216, page 59. The determination of viscosity may also be made, at the option of the producer, in accordance with the standard Viscosity Test of the American Society for Testing Materials, serial designation D 88-26, using the Saybolt-Furol viscosimeter at a temperature of 122° F.

Asphalt content shall be determined by the open evaporation method of the American Society for Testing materials, serial designation D 243-26T, the open-cup vapor bath method as used in the laboratory of the Division of Highways, or the Brown Evaporator.

The method of application will be as follows:

Fuel oil shall be applied at a temperature of not less than one hundred forty degrees (140°) nor more than two hundred degrees (200°) F. It shall be heated in a retort or by steam coils in such a manner that steam will not be introduced directly into the oil during heating. The Contractor shall furnish, and keep on the work at all times, an accurate thermometer suitable for determining the temperature of the oil being applied.

The oil shall be spread at the total rate of two (2) gallons per square yard of surface to be covered, in four (4) applications of approximately one-half (1/2) gallon per square yard each, the exact rate and number of applications to be determined by the Engineer. After the oil has been applied in the above mentioned quantities, if it is found to be insufficient for the purpose intended, one or more additional applications may be required on the portions insufficiently covered at the rate of from one-eighth (1/8) to one-third (1/3) gallon per square yard as directed by the Engineer.

Fuel oil shall be spread by means of approved pressure spraying machines equipped with tachometers, and volume and pressure gauges. The use of gravity distributors will not be permitted. The spraying machines shall apply a uniform spread of oil over the full width to be treated in one application. The rate of application shall not vary from the rate specified by more than ten per cent (10%). Uniform application of oil will be required and distributors equipped with poor valves or sprays will not be allowed to operate on the work. In the application of oil, if any spots are missed, oil shall be applied to those spots by some means which will insure the application being made at the specified rate. Oiling will not be permitted when the material to be oiled is appreciably damp or when weather conditions are unsuitable.

Oil shall be prevented from spattering or splashing on adjacent structures or guard rail and from being sprayed onto that portion of the road being used by public traffic. Discharging unused oil into highway borrow pits or gutters will not be permitted. No more oil shall be spread than can be thoroughly mixed and shaped on the same day that it is applied.

EXHIBIT "A"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Consumers Oil Company, for road oil, being Document No. 288764.

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 1st day of July, 1934, by and between the City of San Diego, a municipal corporation, acting by and through the Director of Public Health of said City, under the authority vested in said Director of Public Health by the provisions of Section 60 of the Charter of said City, and the San Diego Humane Society for the Prevention of Cruelty to Children and Animals, a non-profit corporation, hereinafter called the Society organized under and by virtue of the laws of the State of California, WITNESSETH:

I.

That said Society is hereby required to maintain and operate the City Pound and to enforce the provisions relative thereto according to and in compliance with the regulations prescribed in the City Pound Ordinance of the City of San Diego.

II.

That said Society agrees to provide their own shelter, food, transportation, employees and other incidentals necessary to the carrying out of said ordinance and amendments thereto. Such shelter shall be open daily (legal holidays and Sundays excepted) from 8:00 o'clock A.M. to 5:00 o'clock P.M.

III.

The duly authorized representatives of the said Society so engaged in work under the provisions of the Pound Ordinance of the City of San Diego shall comply with the qualifications relative to appointment. Such representatives shall be given and shall perform such duties as are prescribed by said Pound Ordinance.

IV.

That nothing inferred or implied in this contract shall prevent the Society from engaging in and financing other humane work not mentioned in this contract.

V.

For and in consideration of the performance of the obligations imposed upon the Society by this contract the City of San Diego hereby agrees to permit the said Society the continued free use of the enclosed Ford animal ambulance belonging to the City and to pay to the Society in twelve equal monthly installments the sum of Six Thousand Dollars (\$6000.00) as allowed in the annual appropriation ordinance of said City. Said installments shall be paid by warrant drawn upon the treasury of the City of San Diego on the last day of and for each calendar month during the term of this contract, providing also that the City shall provide its own license tags, license receipt books, and warning slip books.

VI.

This agreement shall continue in force from and after its execution to and including June 30, 1935. This agreement may be abrogated by the Director of Public Health of said City for cause by giving sixty (60) days notice to the Society of the election of said Director of Public Health so to do by the Society by giving sixty (60) days notice to the Director of Public Health so to do.

IN WITNESS WHEREOF, The City of San Diego, by and through its Director of Public Health, has executed this agreement, and the Society, by and through the President and Secretary of its organization, has caused this agreement to be executed the day and year first hereinabove written. THE CITY OF SAN DIEGO.

By ALEX M. LESEM, M. D.

Director of Public Health

(SEAL)

Approved F. M. LOCKWOOD, City Manager

SAN DIEGO HUMANE SOCIETY FOR THE PREVENTION OF CRUELTY TO CHILDREN AND ANIMALS

(SEAL) ATTEST:

M. R. LYONS, Secretary

By D. D. WRAY, President

I hereby approve the form of the foregoing agreement this 8 day of July, 1934.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with S.D. Humane Society, being Document No. 288827.

ALLEN H. WRIGHT, City Clerk

By August M. Hadstrom Deputy.

P E R M I T

Permission is hereby granted to S. CHAPMAN, of the City of San Diego, to operate a Pony Ring Concession in Balboa Park on that certain piece of ground south of the Merry-Go-Round and east of Twelfth Avenue, said piece of ground being of the approximate size of two hundred fifty (250) feet long and thirty (30) feet wide.

Said concession is granted upon the consideration that the concessionaire pay to The City of San Diego twenty-five per cent (25%) of the gross receipts and free ride tickets amounting to five per cent (5%) of said gross receipts, which tickets are for use of orphan children of San Diego, to be used any day except Sunday and holidays.

Said concessionaire, S. Chapman, accepts this permit upon the following conditions:

1. That all improvements shall be erected by the concessionaire at his own expense; and

That the ponies will at all times be worked in a ring or enclosure.

2. That the premises shall be kept neat, clean and in a sanitary condition, with necessary fly traps provided. That the pony corral shall be kept clean and free of manure and other accumulations. Said sanitary conditions to be maintained at a standard satisfactory to the Director of Parks.

3. Said permit to be for a term of six months from date, with a privilege of renewal. Said concession may be cancelled for cause by The City of San Diego.

4. That the concessionaire shall hold The City of San Diego free and blameless from any liability which may arise out of the use of the premises covered by this permit.

Dated this 25th day of September, 1933.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Manager

Accepted and approved by
S. CHAPMAN

I hereby approve the form of the foregoing permit this 25th day of September, 1933.

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 Permit to S. Chapman, being Document No. 288888.

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

UNDERTAKING FOR STREET LIGHTING

KENSINGTON MANOR LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation 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 26th day of July, 1934.

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, in the City of 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)
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By PAUL WOLCOTT,

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

On this 26th day of July, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 27th day of July, 1934.

C. L. BYERS, City Attorney
By HARRY S. CLARK
Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 61880 passed and adopted on the 9th day of July, 1934, 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 30th day of July, 1934, 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 including July 1, 1934, to-wit, to and including June 30, 1935.

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 April 13, 1934 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 Twenty-six and 88/100 Dollars (\$126.88) 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 "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 Twenty-six and 88/100 Dollars (\$126.88) shall be paid out of any other fund than said special fund designated as "Kensington Manor Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of One Hundred Twenty-six and 88/100 Dollars (\$126.88) 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 Hundred Twenty-six and 88/100 Dollars (\$126.88).

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, 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 FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By JOHN F. FORWARD, JR.
A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I hereby approve the form of the foregoing Contract, this 27th day of July, 1934.

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 Contract, with San Diego Consolidated Gas & Electric Company, for Kensington Manor Lighting District No. 1; being Document No. 288948.

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

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, KAHAN and SELTZER, a co-partnership composed of Harry Kahan, Harry D. Seltzer and Norman C. Eckstein, as principal, and HARTFORD ACCIDENT AND INDEMNITY CO., a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred twenty dollars (\$220.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 20th day of July, 1934.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 20th day of July, 1934, entered into the annexed contract with said The City of San Diego, to conduct and complete a cash audit of The City of San Diego covering a period of one year from July 1, 1933, to June 30, 1934, inclusive, and to prepare and present a report thereon, all in accordance with 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 instrument to be executed by its proper officers thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 20th day of July, 1934.

KAHAN AND SELTZER
By HARRY KAHAN
HARRY D. SELTZER
NORMAN C. ECKSTEIN

HARTFORD ACCIDENT AND INDEMNITY CO.
Surety
By H. B. PARKHURST, Attorney-in-Fact.

(SEAL)

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

On this 20th day of July, 1934, before me, OPAL GRAVES, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared H. B. PARKHURST, known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

OPAL GRAVES

(SEAL)
My Commission Expires
June 18, 1938.

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

I hereby approve the form of the foregoing Bond this 26 day of July, 1934.

C. L. BYERS, City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 30th day of July, 1934.

JOHN F. FORWARD, JR.
A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
HARRY HARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 20th day of July, 1934, by and 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 KAHAN and SELTZER, a co-partnership composed of Harry Kahan, Harry D. Seltzer and Norman C. Eckstein, 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 make a complete cash audit of The City of San Diego covering a period of one year from July 1, 1933, to June 30, 1934, inclusive. For details of type of audit the contractor is referred to previous audit, copy of which is on file in the office of the City Clerk of said City.

Said contractor agrees to commence said audit on or before the 1st day of August, 1934, and to fully complete the same on or before the 15th day of September, 1934.

Said contractor agrees to make said audit and present a report thereon at and for the price of eight hundred seventy-five dollars (\$875.00).

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 audit by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of eight hundred seventy-five dollars (\$875.00), as follows:

Upon completion of the said audit, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the audit to the satisfaction of the City Manager 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 this contract shall have been fully complied with to the satisfaction of the City Manager, 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.

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 City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and conduct and complete the cash audit and deliver a report thereon, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61887 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 F. M. LOCKWOOD, City Manager

KAHAN AND SELTZER, Contractor

By HARRY KAHAN

HARRY D. SELTZER

NORMAN C. ECKSTEIN

I hereby approve the form of the foregoing contract, this 27th day of July, 1934.

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 Kahan and Seltzer, for a Cash Audit, being Document No. 288957.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Wadstrom Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 1st day of July, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, herein after sometimes designated as the City, acting by and through the City Manager of said City, first party, and STERNE DAVIS, of the City of San Diego, said County and State, hereinafter sometimes designated as the concessionaire, second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a privilege and concession to operate a refreshment stand in that certain building owned by the City located in Balboa Park, at the Municipal Golf Course Clubhouse, in said City; and

WHEREAS, said City is willing, upon the terms and conditions hereinafter recited to grant to second party such privilege and concession;

NOW, THEREFORE, it is understood and agreed between the parties as follows:

(1) That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the privilege and concession to operate and maintain a refreshment stand and business in that certain building located in Balboa Park, at the Municipal Golf Course Clubhouse, in The City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, and all lawful beverages, and such other articles of merchandise as are commonly or usually sold at refreshment stands in public parks.

The City will furnish at its own expense the electricity and water necessarily used by second party in the operation of said concession.

(2) Second party shall furnish and pay for whatever gas may be consumed in connection therewith.

(3) Second party shall, and does hereby agree to, furnish all equipment necessary for the operation of said concession, other than that which now exists in the above mentioned building, or which may hereafter be voluntarily installed therein by said City. The equipment now in said building consists of a counter, back buffet, grease trap, stools, stove, two (2) tables and eight (8) chairs. All equipment furnished by the second party shall remain his own property, and may be by him installed and/or removed, providing the same is accomplished without damage to said building or premises.

(4) In lieu of a specific sum of money to be paid monthly or otherwise by second party for said privilege and concession, said city agrees to charge, and second party hereby agrees to pay, in the manner and form, and at the time hereinafter provided a sum of money equal to ten per cent (10%) of the gross amount of all sales made by second party and/or under or by virtue of this concession; provided, however, that second party shall not be required to pay any percentage on such golf supplies which he may furnish which are used by golfers on the course, such golf supplies being limited to golf clubs, golf balls and tees.

(5) Second party agrees that the prices for all articles and commodities sold under this concession shall not exceed prevailing prices of similar articles or commodities throughout the city, and that said prices in this respect shall be subject to the approval of the Park Director.

(6) Second party further agrees to keep said concessioned premises clean at all times, and to conduct the same to the satisfaction of the Park Director, and in accordance with all ordinances and regulations of The City of San Diego. That all garbage and refuse shall be kept in sanitary covered cans, and disposed of in accordance with the requirements of the City.

(7) Second party further agrees that he will not permit any intoxicated persons to remain upon the concessioned premises, or any disorderly, boisterous or offensive conduct to occur thereon.

(8) Second party further agrees that all merchandise, commodities and supplies required by him at said concession shall be delivered thereto before ten o'clock A.M. daily, and that the days and hours of operation of said concession shall be the same as the days and hours of operation of the Municipal Golf Course.

(9) Second party further agrees that he will keep at all times a true and accurate record of all sales made under or by virtue of this concession upon a modern, accurate cash register, of a type which shall record all sales on a tape. At the close of business each day the sales so ^{made} and so recorded shall be checked by the Park Director, or by some person duly authorized by him so to do, and upon the completion of said check, second party shall turn over to said Park Director, or his duly authorized agent, an amount of money equal to the percentage of the total sales above set forth. Upon receipt of said money said Park Director, or his agent, will give to second party a receipt for the same, said receipt showing the total sales, together with the percentage payable to the city, and the amounts of money received by the City. The tape from said cash register shall also be turned over to the Park Director, and shall be by him retained for the purpose of being later checked by the Travelling Auditor of The City of San Diego.

(10) Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property occurring upon said concessioned premises, and he does hereby covenant and agree at all times to save said city and its officers harmless from any and all claims arising out of such damage or injury.

(11) Second party further covenants and agrees that he will at all times during the continuance of this agreement carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concessioned premises, and will furnish the city a certificate of the insurance company issuing said policy. Should such insurance company at any time become insolvent or for any reason said policy of compensation insurance should be cancelled, a like policy of insurance shall be immediately secured, and a certificate thereof filed as hereinabove provided.

(12) Second party shall immediately furnish and at all times during the life of this agreement maintain a bond in the sum of one thousand dollars (\$1000.00), running to The City of San Diego, and conditioned upon the faithful performance of this contract and against damage to City property by second party, his partners, assignees or employees.

(13) This agreement, together with the privilege and concession herein granted, shall be of indefinite duration from July 1, 1934; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do.

Nothing in this paragraph, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in event second party shall be guilty of any breach or default hereunder. In such case the City reserves the right to terminate and cancel this agreement and all rights hereunder immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, First Party
By F. M. LOCKWOOD, City Manager

W. STERNE DAVIS, Concessionaire

I hereby approve the form of the foregoing Agreement, this 30th day of June, 1934.

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 Agreement with Sterne Davis for operating Concession at Golf Course, being Document No. 288958.

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

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of April, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and L. S. MOYERS, of 3607 Ocean Front, Mission Beach, 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 perform the following work and service:

For a period of thirty (30) days, beginning at the date of this agreement, to keep the beach in front of the Mission Beach seawall in said city free of kelp, paper, glass, cans and rubbish, and to remove said materials from said beach and to dispose of the same in a manner satisfactory to the Director of Public Works of said City; provided, however, that the contractor shall not be required to remove or dispose of any dead animals which may be deposited upon the shore of said beach.

Said contractor hereby agrees to do and perform all of said work at and for the price of two hundred dollars (\$200.00).

Said City, in consideration of the faithful performance by said contractor of each, every and all of the 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 upon the proper fund of said city the sum of two hundred dollars (\$200.00).

Said contractor further agrees that he will not underlet nor assign this contract, or any part thereof, to any one without the written consent of the Manager of said City having been first obtained.

The work to be performed hereunder by the contractor shall be under the general direction and subject to the approval of the Director of Public Works of said City, and under the immediate supervision of such official or inspector as may be appointed by said Director of Public Works.

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 in writing by the City Manager of said City.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said contractor has hereunto affixed his signature the day and year first above written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

L. S. MOYERS, Contractor.

I hereby approve the form of the foregoing agreement, this 24th day of April, 1934.

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 Contract, with L. S. Moyers, for cleaning Beaches during April, 1934; being Document No. 288976.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Kadtstrom Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 1st day of June, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and L. S. MOYERS and H. F. McCARTY, parties of the second part, and hereinafter sometimes designated as the contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractors by said City, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said city to perform the following work and service:

For a period of thirty (30) days, beginning at the date of this agreement, to keep the beach in front of the Mission Beach seawall, the beach at Ocean Beach, the beach at Pacific Beach, and the beach at the La Jolla cove, in said City, free of kelp, paper, glass, cans and rubbish, and to remove said materials from said beaches, and to dispose of the same in a manner satisfactory to the Director of Public Works of said City; provided, however, that the contractors shall not be required to remove or dispose of any dead animals which may be deposited upon the shore of said beaches.

Said contractors hereby agree to do and perform all of said work at and for the price of three hundred fifty dollars (\$350.00).

Said City, in consideration of the faithful performance by said contractors of each, every and all of the agreements on the part of said contractors undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractors in warrants drawn upon the proper fund of said city the sum of three hundred fifty dollars (\$350.00).

Said contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one without the written consent of the Manager of said City having been first obtained.

The work to be performed hereunder by the contractor shall be under the general direction and subject to the approval of the Director of Public Works of said City, and under the immediate supervision of such official or inspector as may be appointed by said Director of Public Works.

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said contractors have hereunto affixed their signatures the day and year first above written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

L. S. MOYERS
H. L. McCARTY, Contractors

I hereby approve the form of the foregoing agreement, this 31 day of May, 1934.

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 L. S. Moyers & H. F. McCarty, for cleaning Beaches during June, 1934; being Document No. 288977.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Kadtstrom Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 1st day of July, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and L. S. MOYERS and H. F. McCARTY, parties of the second part, and hereinafter sometimes designated as the contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractors by said city, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said City to perform the following work and service:

For a period of thirty (30) days, beginning at the date of this agreement, to keep the beach in front of the Mission Beach seawall, the beach at Ocean Beach, the beach at Pacific Beach, and the beach at the La Jolla Cove, in said City, free of kelp, paper, glass, cans and rubbish, and to remove said materials from said beaches, and to dispose of the same in a manner satisfactory to the Director of Public Works of said City; provided, however, that the contractors shall not be required to remove or dispose of any dead animals which may be deposited upon the shore of said beaches.

Said contractors hereby agree to do and perform all of said work at and for the price of Three Hundred Fifty Dollars (\$350.00).

Said City, in consideration of the faithful performance by said contractors of each, every and all of the agreements on the part of said contractors undertaken by them to be performed, and the acceptance of said work by said city, will pay said contractors in warrants drawn upon the proper fund of said City the sum of Three Hundred Fifty Dollars (\$350.00), payable in two semi-monthly payments of \$175.00 each.

Said contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one without the written consent of the Manager of said City having been first obtained.

The work to be performed hereunder by the contractor shall be under the general direction and subject to the approval of the Director of Public Works of said City, and under the immediate supervision of such official or inspector as may be appointed by said Director of Public Works.

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said contractors have hereunto affixed their signatures the day and year first above written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager
L. S. MOYERS
H. F. McCARTY, Contractors

I hereby approve the form of the foregoing agreement, this 16th day of July, 1934.

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 Contract, with L. S. Moyers and H. F. McCarty, for cleaning Beaches, during July, 1934; being Document No. 288978.

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

AGREEMENT FOR SERVICES

Now, this 13th day of August, 1934, THIS AGREEMENT entered into between F. M. LOCKWOOD, as City Manager of The City of San Diego, party of the first part, and T. A. HOPKINS, party of the second part, WITNESSETH:

FOR THAT WHEREAS, the Council of The City of San Diego duly and regularly passed and adopted Resolution No. 61970, authorizing F. M. Lockwood, as City Manager, to contract for the services of T. A. Hopkins, upon the following terms and conditions, NOW, THEREFORE, this agreement:

(1) The City of San Diego agrees to employ Mr. T. A. Hopkins for a period of time commencing the 1st day of August, 1934, and ending on the 31st day of Augst, 1934.

(2) For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Four hundred dollars (\$400.00).

(3) The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability, and to devote his entire time and attention to the matters desired and directed by the party of the first part.

F. M. LOCKWOOD
City Manager of The City of San Diego, California
Party of First Part
T. A. HOPKINS
Party of Second Part

APPROVED:

C. L. BYERS, City Attorney

APPROVED: CIVIL SERVICE COMMISSION

By R. H. SMITH, Personnel Director.

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. T. A. Hopkins, can be incurred without a 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 August 10th, 1934.

G. F. WATERBURY

Auditor and Comptroller of The City of San Diego

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of T. A. Hopkins, being Document No. 289115.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Skadstrom Deputy

FIRST SUPPLEMENTAL MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the State of California, by the Department of Public Works thereof, acting by and through the Director of Public Works, hereinafter referred to as the State,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Chapter 767, Statutes of 1933, the Department of Public Works shall annually expend from the state highway fund an amount equal to one-quarter of one cent per gallon tax on motor vehicle fuel after the proportionate payments therefrom into the "fuel tax enforcement fund" and after the proportionate refunds shall have been made, within the incorporated cities and cities organized under freeholder charters, and any city and county in this state, in the proportion that the total population in each city or city and county bears to the total population in all such cities in the state, and

WHEREAS, an agreement was executed by the City June 7, 1934, and by the State June 14, 1934, providing for the maintenance of street comprising the state highway routes within the City until June 30, 1935, the cost to be defrayed from city funds; the painting of traffic stripes on El Cajon Boulevard, Route 12, and on Route 2, at an estimated expenditure of \$1800; the grading and paving of Atlantic Street, Route 2, between Broadway and Market Street, at an estimated expenditure of \$25,203; and the acquisition of additional right of way for widening of Atlantic Street, Route 2, between Broadway and Market Street, at an estimated expenditure of \$15,000, and

WHEREAS, the California Highway Commission has allotted for expenditure within said City the sum of \$35,000 of the amount budgeted from the state highway fund for co-operative work within incorporated municipalities,

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the City and the State do hereby mutually agree as follows:

WORK EMBRACED BY AGREEMENT

ARTICLE I. The work embraced by this agreement covers acquisition of right of way and construction, as more specifically described and referred to as Projects 5, 6 and 7:

Project 5. (a) The acquisition of right of way for the extension of Rosecrans Street from Atlantic Street ~~from Atlantic Street~~ to Taylor Street at junction with San Diego Avenue, about 0.08 mile in length.

(b) Construction of Rosecrans Street extension, including grading paving, and constructing appurtenant facilities.

Project 6. (a) The acquisition of additional right of way for the improvement of Catalina Boulevard, Route 12, between the north boundary line of the United States Military Reservation to Canon Street at Akron Street, about 1.90 miles in length.

(b) The improvement of Catalina Boulevard, consisting of grading, paving, and constructing appurtenant facilities, Route 12, between the north boundary line of the United States Military Reservation to Canon Street at Akron Street, about 1.90 miles in length.

Project 7. (a) The acquisition of additional right of way on El Cajon Boulevard, Route 12.

(b) The installation of a drainage system for El Cajon Boulevard between Texas and Boundary Streets.

The work hereinabove provided for under Project 7 (b) is proposed as a State Employment Relief Administration project, the cost of labor to be defrayed from State Employment Relief Administration funds, and the purchase of materials and rental of equipment, together with the supervision and inspection of the work, to be financed from funds provided by this agreement.

SURVEYS AND PLANS

ARTICLE II. The cost of preliminary engineering, surveys and plans, made by the City and the State will be defrayed from the funds covered by this agreement and hereinafter provided for.

RIGHT OF WAY

ARTICLE III. The right of way for Projects 5, 6 and 7 will be secured by The City and the cost thereof will be defrayed from funds hereinafter provided for. The cost hereinafter estimated for right of way includes the cost of land acquisition; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the cost of damages; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

CONSTRUCTION

ARTICLE IV. The State will construct, or cause to be constructed by or under the direct supervision of the Department of Public Works, the improvements designated as Project 6 (b) of Article I above, in accordance with the plans, specifications, and estimates therefor.

Any equipment furnished by the State for Project 6 (b) will be charged at the rental rates established by the Department of Public Works.

The work on Project 6 (b) may be performed by contract or by state forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the State.

The City will construct, or cause to be constructed under its direct supervision, the improvements designated as Projects 5 and 7, of Article I, above, in accordance with the plans, specifications, and estimates therefor. Said work shall be done to the satisfaction of the Department of Public Works and shall be subject at all times to inspection and approval by the authorized representatives of the State.

The City hereby agrees that no work will be advertised for bids, or construction work started, until plans, specifications, and estimates therefor have been submitted

to and approved by the State. No changes will be made in the plans and specifications without the prior approval of the State.

The work on Project 5 shall be performed by contract, unless the performance thereof by day labor shall be approved by the State.

FUNDS

ARTICLE V. Funds to defray the cost of the work hereinabove provided for are available as follows:

	$\frac{1}{4}$ Cent Fund	State Cooperative Fund	Local Fund	Total
Project 5 (a)	\$ 100.			\$ 100.
(b)	9,300.			9,300.
Project 6 (a)	500.			500.
(b)	29,500.	\$25,000.	\$2,500.	57,000.
Project 7 (a)	3,200.			3,200.
(b)	75,000.			75,000.
Totals	\$117,600.	\$25,000.	\$2,500.	\$145,100.

RECAPITULATION OF FUNDS

	$\frac{1}{4}$ Cent Fund	State Cooperative Fund	Local Fund	Total
Original agreement	\$ 29,300.	\$ 10,000.	\$ 2,703.	\$ 42,003.
1st Supplemental agreement	117,600.	25,000.	2,500.	145,100.
Totals	\$146,900	\$ 35,000.	\$ 5,203.	\$187,103.

The State will pay the cost of Project 6 (b) from the funds hereinabove provided. The City agrees, upon demand of the State, to forward warrants to the Department of Public Works to cover its share of the cost of Project 6 (b), as above set forth.

When the work on Project 6 (b) shall have been completed, the Department of Public Works will prepare and submit to the City within 60 days, a detailed estimate of cost and expenditures therefor.

The Department of Public Works hereby delegates to the City of San Diego the expenditure of the funds hereinabove provided to defray the cost of Projects 5 and 7.

When the work on Projects 5 and 7 shall have been completed, the City will prepare and submit to the State within 60 days, a detailed estimate of cost and expenditures therefor.

As the work progresses on Projects 5 and 7, the Director of Public Works will forward warrants to the proper city officials for work already accomplished during the preceding 30 days. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's obligations as above set forth, after deducting therefrom any expenditures made or to be made by the State on account of Project 6 (b), are fully discharged; provided that payment of the 1/4 cent gas tax allocation in advance of actual apportionment of gas tax revenue by the state controller shall not exceed the amount estimated to accrue to the City during the biennium ending June 30, 1935, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

It is mutually agreed that any funds accruing to the City of San Diego from the one-quarter of one cent per gallon tax on motor vehicle fuel as authorized by Chapter 767, Statutes of 1933, after the expenditures herein provided for, shall accumulate to the credit of said City for expenditure at a later date.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 14th day of August, 1934, and the State on the 22 day of August, 1934.

(SEAL)
Approval Recommended:
L. V. CAMPBELL,
Engineer of City and Cooperative Projects
(SEAL)
Approved AUG 21, 1934
G. E. MCCOY,
Assistant State Highway Engineer
Approved
GILMORE TILLMAN, Asst. City Attorney
Approved
C. C. CARLETON, Chief Attorney

CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager

STATE OF CALIFORNIA DEPARTMENT
OF PUBLIC WORKS
EARL LEE KELLY
Director of Public Works
By MYRTLE V. MURRAY, Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of First Supplemental Memorandum of Agreement re Route 12, being Document No. 289675.

ALLEN H. WRIGHT, City Clerk
By *August M. [Signature]* Deputy

UNDERTAKING FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT
NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED FIFTY SEVEN 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 14th day of August, 1934.

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, 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:
E. L. TOLSON,
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 14th day of August, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 August, 1934.

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. 61919, passed and adopted on the 30th day of July, 1934, require and fix the sum of \$315.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

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

THIS AGREEMENT, made and entered into this 20th day of August, 1934, 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 including August 7, 1934, to-wit: to and including August 6, 1935.

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 May 8, 1934 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Ninety-three and 58/100 Dollars (\$1193.58) 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 One Hundred Ninety-three and 58/100 Dollars (\$1193.58) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of One Thousand One Hundred Ninety-three and 58/100 Dollars (\$1193.58) 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 One Hundred Ninety-three and 58/100 Dollars (\$1193.58).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 RUTHERFORD B. IRONES
A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
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 16 day of August, 1934.

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, for University Avenue Lighting District No. 1, being Document No. 289184.

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

UNDERTAKING FOR STREET LIGHTING
FIVE POINTS LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED FIFTY-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 14th day of August, 1934.

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, ATLANTIC STREET, HARASTHY STREET, ANDREWS STREET and WINDER STREET, within the limits and as particularly described in Resolution of Intention No. 61571, adopted by the Council of said City April 23, 1934, 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:
E. L. TOLSON,
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 14th day of August, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 August, 1934.

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. 61920 passed and adopted on the 30th day of July, 1934, 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 20th day of August, 1934, 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;
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;
ATLANTIC STREET, between Witherby Street and Harasthy
Street;
HARASTHY STREET, between 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 including August 5, 1934, to and including August 4, 1935.

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 April 27, 1934 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 One Hundred Three and 64/100 Dollars (\$2103.64) 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 One Hundred Three and 64/100 Dollars (\$2103.64) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund".

It is further mutually agreed that the said sum of Two Thousand One Hundred Three and 64/100 Dollars (\$2103.64) 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 One Hundred Three and 64/100 Dollars (\$2103.64).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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 FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
A. W. BENNETT
A. S. DAVIS
W. H. CAMERON
HARRY WARBURTON
DAN ROSSI
CHAS. E. ANDERSON
Members of the Council.

I HEREBY APPROVE the form of the foregoing Contract, this 16 day of August, 1934.

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, for Five Points Lighting District No. 1; being Document No. 289185.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, V. R. DENNIS CONSTRUCTION COMPANY, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are 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 dollars (\$380.00), lawful money of the United States, 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 August, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 15th day of August, 1934, entered into the annexed contract with said The City of San Diego, to furnish to said City approximately three hundred ten (310) tons of asphaltic wearing surface, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 15th day of August, 1934.

V. R. DENNIS CONSTRUCTION CO.
Principal

(SEAL) HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety
By GEO. H. MURCH, Attorney In Fact.

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

On this 15th day of August, before me, MARSTON BURNHAM, in the year one thousand nine hundred and thirty-four, 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) MARSTON BURNHAM
My Commission Expires Notary Public in and for San Diego County, State
April 27, 1938. of California.

I hereby approve the form of the foregoing Bond this 11 day of August, 1934.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 27th day of August, 1934.

RUTHERFORD B. IRONES
A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
Members of the Council.

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

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 15th day of August, 1934, by and 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 V. R. DENNIS 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 to said city, f.o.b. contractor's paving plant in Mission Valley, approximately three hundred ten (310) tons of asphaltic wearing surface, all in accordance with the specifications therefor contained in Document No. 288880, on file in the office of the City Clerk of said City, a copy of which specifications is attached hereto, marked "Exhibit A" and made a part hereof.

Said contractor agrees to furnish said asphaltic wearing surface hereinabove described within 20 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish the said asphaltic wearing surface hereinabove described at and for the price of four dollars and ninety cents (\$4.90) per ton.

Said City, in consideration of the furnishing of said asphaltic wearing surface 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 asphaltic wearing surface by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of four dollars and ninety cents (\$4.90) per ton.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered the said asphaltic wearing surface, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of said Council to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 61958, 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 GEORGE L. BUCK, City Manager

V. R. DENNIS CONSTRUCTION CO.
Contractor

By V. R. DENNIS

I hereby approve the form of the foregoing contract, this 11 day of August, 1934.

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 V. R. Dennis Construction Co., being Document No. 289287.

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. 3

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED EIGHTY-ONE DOLLARS (\$681.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of August, 1934.

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 said City, required to be done, and furnish all 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:
E. L. TOLSON, 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 29th day of August, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 30th day of Aug., 1934.

C. L. BYERS, City Attorney
By ALVIN B. BARANOV, Deputy City
Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 61966, passed and adopted on the 13th day of August, 1934, require and fix the sum of \$681.00 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 4th day of September, 1934, 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 including August 7, 1934, to-wit, to and including August 6, 1935.

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 May 18, 1934 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 Five Hundred Eighty-five and 86/100 Dollars (\$2,585.86) 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 "University Avenue Lighting District No. 3 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 Five Hundred Eighty-five and 86/100 Dollars (\$2,585.86) 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 Five Hundred Eighty-five and 86/100 Dollars (\$2,585.86).

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.

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

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
CHAS. E. ANDERSON
DAN ROSSI

Members of the Council.

I hereby approve the form of the foregoing Contract, this 30 day of August, 1934.

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, for University Avenue Lighting District No. 3, being Document No. 289317.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By *August M. [Signature]* 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 SEVENTEEN DOLLARS (\$317.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of August, 1934.

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; 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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
E. L. TOLSON, 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 29th day of August, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 30th day of Aug., 1934.

C. L. BYERS, City Attorney
By ALVIN B. BARANOV, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 61967, passed and adopted on the 13th day of August, 1934, require and fix the sum of \$317.00 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 4th day of September, 1934, 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;
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, 1934, to and including August 13, 1935.

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 May 25, 1934 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 Three and 50/100 Dollars (\$1,203.50) 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 "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 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 Three and 50/100 Dollars (\$1,203.50) 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 One Thousand Two Hundred Three and 50/100 Dollars (\$1,203.50) 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 Two Hundred Three and 50/100 Dollars (\$1,203.50).

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

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES

A. W. BENNETT

W. H. CAMERON

A. S. DAVIS

HARRY WARBURTON

CHAS. E. ANDERSON

DAN ROSSI

Members of the Council.

I hereby approve the form of the foregoing Contract, this 30 day of August, 1934.

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, for Ocean Beach Lighting District No. 1; being Document No. 289318.

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

MODIFIED AND AMENDED AGREEMENT

WHEREAS, under date of July 1, 1934, The City of San Diego, acting by and through the City Manager of said City, and Sterne Davis of said City, entered into a certain agreement which is contained in Document No. 288958, on file in the office of the City Clerk of said City and recorded in Book 8, page 145 of the records of said City Clerk; and

WHEREAS, it is the desire of said parties at this time to amend and modify said agreement in certain particulars, said amendments and modifications to become effective from and after the date hereof; NOW, THEREFORE, it is agreed by and between said CITY OF SAN DIEGO and said STERNE DAVIS that that certain agreement heretofore on, to-wit: the 1st day of July, 1934, entered into between the said parties which contract is contained in Document No. 288958, on file in the office of the City Clerk of said City as aforesaid, may be, and the same is hereby modified and amended, effective from and after this 5th day of September, 1934, to read as follows:

"AGREEMENT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of September, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter sometimes designated as the City, acting by and through the City Manager of said City, first party, and STERNE DAVIS, of the City of San Diego, said County and State, hereinafter sometimes designated as the concessionaire, second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a privilege and concession to operate a refreshment stand in that certain building by the City located in Balboa Park, at the Municipal Golf Course Clubhouse, in said City; and

WHEREAS, said City is willing, upon the terms and conditions hereinafter recited, to grant to second party such privilege and concession;

NOW, THEREFORE, it is understood and agreed between the parties as follows:

(1) That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the privilege and concession to operate and maintain refreshment stands and business in certain buildings located in Balboa Park, at the Municipal Golf Course, in the City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, and all lawful beverages, and such other articles of merchandise as are commonly or usually sold at refreshment stands in public parks.

Also, the right to rent and maintain lockers and locker space, said lockers being the property of The City of San Diego.

The City will furnish at its own expense the electricity and water necessarily used by second party in the operation of said concession.

(2) Second party shall furnish and pay for whatever gas may be consumed in

connection therewith.

(3) Second party shall, and does hereby agree to, furnish all equipment necessary for the operation of said concession, other than that which now exists in the above mentioned building, or which may hereafter be voluntarily installed therein by said City. The equipment now in said building consists of a counter, back buffet, grease trap, stools, stove, four (4) tables and chairs. All equipment furnished by the second party shall remain his own property, and may be by him installed and/or removed, providing the same is accomplished without damage to said building or premises.

(4) In lieu of a specific sum of money to be paid monthly or otherwise by second party for said privilege and concession, said City agrees to charge, and second party hereby agrees to pay, in the manner and form, and at the times hereinafter provided, a sum of money equal to ten per cent (10%) of the gross amount of all sales made by second party and/or under or by virtue of this concession; provided, however, that second party shall not be required to pay any percentage on golf accessories which he may furnish which are used by golfers.

(5) Second party agrees that the prices for all articles and commodities sold under this concession shall not exceed prevailing prices of similar articles or commodities throughout the City, and that said prices in this respect shall be subject to the approval of the Park Director.

(6) Second party further agrees to keep said concessioned premises clean at all times, and to conduct the same to the satisfaction of the Park Director, and in accordance with all ordinances and regulations of The City of San Diego. That all garbage and refuse shall be kept in sanitary covered cans, and disposed of in accordance with the requirements of the City.

(7) Second party further agrees that he will not permit any intoxicated persons to remain upon the concessioned premises, or any disorderly, boisterous or offensive conduct to occur thereon.

(8) Second party further agrees that all merchandise, commodities and supplies required by him at said concession shall be delivered thereto before ten o'clock A.M. daily, and that the days and hours of operation of said concession shall be the same as the days and hours of operation of the Municipal Golf Course.

(9) Second party further agrees that he will keep at all times a true and accurate record of all sales made under or by virtue of this concession upon a modern, accurate cash register, of a type which shall record all sales on a tape. At the close of business each day the sales so made and so recorded shall be checked by the Park Director, or by some person duly authorized by him so to do, and upon the completion of said check, second party shall turn over to said Park Director, or his duly authorized agent, an amount of money equal to the percentage of the total sales above set forth. Upon receipt of said money said Park Director, or his agent, will give to second party a receipt for the same, said receipt showing the total sales, together with the percentage payable to the City, and the amounts of money received by the City. The tape from said cash register shall also be turned over to the Park Director, and shall be by him retained for the purpose of being later checked by the Travelling Auditor of The City of San Diego.

(10) Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property occurring upon said concessioned premises, and he does hereby covenant and agree at all times to said said City and its officers harmless from any and all claims arising out of such damage or injury.

(11) Second party further covenants and agrees that he will at all times during the continuance of this agreement carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concessioned premises, and will furnish the City a certificate of the insurance company issuing said policy. Should such insurance company at any time become insolvent or for any reason said policy of compensation insurance should be cancelled, a like policy of insurance shall be immediately secured, and a certificate thereof filed as hereinabove provided.

(12) Second party shall immediately furnish and at all times during the life of this agreement maintain a bond in the sum of One Thousand Dollars (\$1000.00), running to The City of San Diego, and conditioned upon the faithful performance of this contract and against damage to City property by second party, his partners, assignees or employees.

(13) This agreement, together with the privilege and concession herein granted, shall be of indefinite duration from July 1, 1934; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do.

Nothing in this paragraph, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in event second party shall be guilty of any breach or default hereunder. In such case the City reserves the right to terminate and cancel this agreement and all rights hereunder immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
First Party
By GEORGE L. BUCK, City Manager

W. STERNE DAVIS, Concessionaire

I hereby approve the form of the foregoing Agreement, this 25th day of August, 1934.

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 Modified and Amended Agreement with W. Sterne Davis, being Document No. 289396.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. [Signature] Deputy.

AGREEMENT FOR SERVICES

Now, this 1st day of September, 1934, THIS AGREEMENT entered into between GEORGE L. BUCK, as City Manager of The City of San Diego, party of the first part, and T. A. HOPKINS, party of the second part, WITNESSETH:

FOR THAT WHEREAS, the Council of The City of San Diego duly and regularly passed and adopted Resolution No. 62025 authorizing George L. Buck, as City Manager, to contract for the services of T. A. Hopkins, upon the following terms and conditions, NOW, THEREFORE, this agreement:

(1) The City of San Diego agrees to employ Mr. T. A. Hopkins for a period of time commencing the 1st day of September, 1934, and ending on the 30th day of September, 1934.

(2) For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Four hundred dollars (\$400.00).

(3) The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability, and to devote his entire time and attention to the matters desired and directed by the party of the first part.

GEORGE L. BUCK

City Manager of The City of San Diego, California
Party of the First Part

T. A. HOPKINS

Party of the Second Part

APPROVED:

By GILMORE TILLMAN

Assistant City Attorney

APPROVED:

CIVIL SERVICE COMMISSION

By R. H. SMITH

Personnel Director

CERTIFICATE OF AUDITOR AND COMPTROLLER

I hereby certify that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. T. A. Hopkins, can be incurred without a 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 Sept. 4th, 1934

G. F. WATERBURY

Auditor and Comptroller of The City of San Diego
By JAS.S.W.BARBER, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of T. A. Hopkins, being Document No. 289406.

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 at the City of San Diego, County of San Diego, State of California, this 1st day of September, 1934, by and 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 S. L. MOYERS and H. F. McCARTY, parties of the second part, and hereinafter designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said city, and the sums of money hereinafter designated to be paid to said contractors by said city, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said city to perform the following work and service:

For a period of thirty (30) days, beginning at the date of this agreement, to keep the beach in front of the Mission Beach seawall, the beach at Ocean Beach, the beach at Pacific Beach, and the beach at La Jolla cove, in said City, free of kelp, paper, glass, cans and rubbish, and to remove said materials from said beaches, and to dispose of the same in a manner satisfactory to the Director of Public Works; provided, however, that the contractors shall not be required to remove or dispose of any dead animals which may be deposited upon the shore of said beaches.

Said contractors hereby agree to do and perform all of said work at and for the price of three hundred fifty dollars (\$350.00).

Said city, in consideration of the faithful performance by said contractors of each, every and all of the agreements on the part of said contractors undertaken by them to be performed, and the acceptance of said work by said city, will pay said contractors in warrants upon the proper fund of said city the sum of three hundred fifty dollars (\$350.00) payable in two semi-monthly payments of \$175.00 each.

Said contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one without the written consent of the Manager of said City having been first obtained.

The work to be performed hereunder by the contractor shall be under the general direction and subject to the approval of the Director of Public Works of said City, and under the immediate supervision of such official or inspector as may be appointed by said Director of Public Works.

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said contractors have hereunto affixed their signatures the day and year first above written.

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager

S. L. MOYERS
H. L. McCARTY

I hereby approve the form of the foregoing agreement, this 1st day of September, 1934.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with S. L. Moyers and H. F. McCarty for Cleaning Beaches, being Document No. 289510.

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

AGREEMENT

WHEREAS, Lenore D. Rakestraw is the owner of Lots 22 to 24 Block V Subdivision Montclair, and,

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

WHEREAS, the Council of said City has by Resolution No. 62034 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a garage 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 garage 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 1st day of September, 1934 by Lenore D. Rakestraw that she will, for and in consideration of the permission granted her to erect a garage building on the above described property to the front property line bind herself to, and she hereby by these presents agrees, to move any garage building erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 12321 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs her to move said garage building to the line designated; that she will move said garage building and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

LENORE D. RAKESTRAW, Owner's Name
2342 Montclair, San Diego, Calif.
Address

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 1st day of September A.D. Nineteen Hundred and Thirty Four, before me, Fred W. Sickma Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lenore D. Rakestraw known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she 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. SICKMA
Notary Public in and for the County of San Diego,
State of California.

RECORDED SEP 7 1934 15 Min. past 10 A.M. in Book 322 at Page 309 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy H. WARFIELD

I certify that I have correctly transcribed this document in above mentioned book.

L. SHANNON
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 Set-Back Agreement with Lenore D. Rakestraw, being Document No. 289359.

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

D E E D

SAN DIEGO SCHOOL DISTRICT OF SAN DIEGO COUNTY, State of California, acting by and through Vesta C. Muehleisen, Orton E. Darnall, Ray Reynolds, Fred M. Thompson and Chester H. Webber, the regularly elected, qualified and acting members of the Board of Education of the City of San Diego, California, for and in consideration of the sum of Ten Dollars, does hereby grant to The City of San Diego, a municipal corporation in the County of San Diego, State of California, an easement for the purpose of a right of way for a public street or highway and incidents thereto, through, over, along and across all that real property situated in the City of San Diego, County of San Diego, State of California, particularly described as follows:

All that portion of the Ocean View School Lot, being a portion of Lot 52 of the Ex Mission Lands of San Diego, known as Horton's Purchase, according to the Map thereof No. 283, on file in the Office of the County Recorder of San Diego County, California, described as follows:

The westerly 30 feet of said Lot 52 lying between the westerly prolongation of the south line of Lot 17, Block I, Tract Number Two of Altavista

Suburb, according to the Map thereof No. 1029, on file in the Office of said County Recorder, and the southerly line of said Lot 52; ALSO,

The southerly 30 feet of said Lot 52 lying between a line parallel to and distant 30 feet easterly at right angles from the westerly line of said Lot 52 and the southerly prolongation of the west line of the north and south alley, as shown on the said Map of Tract Number Two of Altavista Suburb, lying westerly from and contiguous to lots 25 to 31, inclusive in said Block I.

TO HAVE AND TO HOLD THE above granted and described easement unto the said grantee, its successors and assigns, forever, for public street purposes.

IN WITNESS WHEREOF, the members of the Board of Education of said City of San Diego, acting for and on behalf of the San Diego School District, have hereunto set their hands this 21 day of May, 1934.

SAN DIEGO SCHOOL DISTRICT
By CHESTER H. WEBBER
RAY REYNOLDS
ORTON E. DARNALL
VESTA C. MUEHLEISEN
FRED M. THOMPSON

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

On this 21 day of May, 1934, before me, Genevieve L. McQueen, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Vesta C. Muehleisen, Orton E. Darnall, Ray Reynolds, Fred M. Thompson and Chester H. Webber, the duly elected, qualified and acting members of the Board of Education of the City of San Diego, California, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated and for and on behalf of the San Diego School District.

Witness my hand and Official Seal the day and year in this certificate first above written.

My Commission expires
July 27, 1935

GENEVIEVE L. McQUEEN (SEAL)
Notary Public in and for the County of San Diego, State of California.

RECORDED JUN 13, 1934 40 Min. past 9 A.M. in Book 307 at Page 31 of Official Records, San Diego Co., Cal. Recorded at Request of Grantee.

O. M. SWOPE, COUNTY Recorder
By Deputy D. COLE

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 Deed, from San Diego School District, being Document No. 288423.

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

D E E D

CHARLES G. HUSE, a widower for and in consideration of Ten Dollars, do hereby remise, release and quitclaim to The City of San Diego, a municipal corporation in the County of San Diego, State of California, all that real property situated in the City of San Diego, County of San Diego, State of California, bounded and described as follows:
Lot "K" in Block 34 of New San Diego, according to the Map thereof made by Gray and Johns on file in the Office of the Recorder of said San Diego (50¢ Document stamp attached)

TO HAVE AND TO HOLD the above Quitclaim and described premises unto the said Grantee its successors and assigns, forever.

Witness my hand and seal this 24th day of May, 1934.

CHARLES G. HUSE (SEAL)

STATE OF CALIFORNIA,)

) ss.

COUNTY OF MENDOCINO.)

On this 24th day of May, Nineteen Hundred and 34 before me, Charles C. Kirk, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Charles G. Huse known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL) My Commission expires, 1936

CHARLES C. KIRK
Notary Public in and for said County and State

RECORDED AT REQUEST OF SOUTHERN TITLE & TRUST CO. JUN 28 1934 at 9 A.M. in Book 292 Page 499 of Official Records, San Diego County, Calif.

O. M. SWOPE, County Recorder
By Deputy D. COLE

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 Deed, from Charles G. Huse, being Document No. 288589.

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, E. M. Nielsen is the owner of the following described property, to-wit: Lots 1, 2 and 3, Block 10, Roseville, according to Map No. 165, on file in the office of the County Recorder of San Diego County, California; and,

WHEREAS, the provisions of Ordinance No. 32, New Series, of the ordinances of The City of San Diego prohibit the erection of commercial and industrial buildings or structures on said property; and,

WHEREAS, the undersigned has heretofore applied to the Council of The City of San Diego for a special permit to erect a warehouse and laboratory building on the above-mentioned property; and,

WHEREAS, the Council of said City has by Resolution Number 61893 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a warehouse and laboratory building on the condition and for and in consideration that the undersigned will, on December 31, 1948, remove said warehouse and laboratory from said property, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 19th day of July, 1934, by E. M. Nielsen, that he will, for and in consideration of the permission granted, to erect a warehouse and laboratory building on the above described property, bind himself to, and he hereby by these presents agrees, to remove any building erected in pursuance hereof on December 31, 1948; that he will remove said warehouse and laboratory 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 named.

E. M. NIELSEN, Owner's Name
2802 CANON ST., Address

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 19th day of July, A.D. Nineteen Hundred and thirty-four, before me E. H. BROOKS, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. M. Nielsen, known to me to be the person described and in whose name 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 written above.

(SEAL)

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

RECORDED JUL 23 1934 25 Min. past 10 A.M. in Book 312 at Page 176 of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. Warfield

I certify that I have correctly transcribed this document in above mentioned book.

HILMA KNIGHT
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 E. M. Nielsen, to remove building, being Document No. 288847.

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

By August M. Hadadon Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this first day of May, 1934, 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 COUNTY EMERGENCY RELIEF ADMINISTRATION OF SAN DIEGO COUNTY, as Lessee, WITNESSETH:

WHEREAS, said lessor is the owner of and in possession of a certain pier constructed by it in the Bay of San Diego, which pier, commonly known as the Broadway Pier, is located in said San Diego Bay at the foot of Broadway, in said City; and

WHEREAS, it is the desire of said lessor to lease to said lessee, and of said lessee to lease from said lessor, certain offices and office space on the second floor of said pier, upon certain conditions hereinafter set forth, and as required by that certain Act of the Legislature of the State of California, entitled "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; and

WHEREAS, in lieu of the cash rental hereinafter fixed, the lessor has agreed to accept, and the lessee has furnished emergency relief labor of the fair value of thirteen thousand seven hundred seventeen and 13/100 dollars (\$13,717.13) to the lessor, in and about the remodeling and subdividing of the space of said pier hereinafter described.

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and agreements hereinafter set forth, and by the respective parties hereto undertaken and agreed upon, the City, lessor as aforesaid, does by these presents demise and lease unto said County Emergency Relief Administration of San Diego County, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the city, upon the terms and conditions and for the uses and purposes hereinafter recited, all that part or portion of the second story of said Broadway Pier, commencing from the headhouse thereof and extending to Column No. 14 therein, with the exception of those offices now occupied by the Los Angeles Steamship Company and its adjoining waiting room; also, excepting those two office rooms now occupied by the Internal Revenue Department, (these two office rooms to be included in C.E.R.A. space if and when Internal Revenue Department vacates) said space hereby leased amounting to approximately 18,000 square feet, and being more particularly shown and designated on the map or plat attached hereto marked Exhibit "A", and made a part of this lease, for a period of one (1) year beginning on the first day of July, 1934, at the total rental for said term of Thirteen thousand seven hundred seventeen and 13/100 Dollars (\$13,717.13). The lessor hereby acknowledges that the relief labor furnished to it by the lessee as hereinabove mentioned shall be considered as the equivalent of payment of said rent by the lessee.

At the expiration of said one year term the lessee shall have the right and option to renew this lease for an additional period of one (1) year, or any part of one year, at a cash monthly rental, payable in advance, in an amount to be fixed and determined by the lessor when and if said option for renewal shall be exercised; provided, however, that the rent to be fixed for any such renewal period shall not be in excess of six cents per square foot per month for the space hereby leased.

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 hereby covenants and agrees to and with the lessor fully to observe, keep and perform.

(1) That this lease shall not be assignable nor transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof.

(2) 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 the lessee shall not keep or permit to be kept by any one on the leased premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(4) That the lessee shall pay for all gas and electric current used upon or supplied to the leased premises, and shall also furnish all janitor's service and supplies, including janitor's service for all rest rooms used by the lessee. That the leased premises shall be used exclusively as offices for the operation of the County Emergency Relief Administration in connection with its direct relief and work relief programs.

(5) That the lessee shall maintain the leased premises in good repair and tentable condition during the continuance of this lease, and shall at the expiration 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.

(6) That the lessee shall comply with all reasonable directions or requests of the lessor in regard to the regulation of traffic, and will operate its emergency relief program in such manner as to reduce to a minimum any interference with other lessees of said Broadway Pier.

(7) 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.

(8) 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 therein are made a part of this lease with like effect as though the same were expressly set forth therein; 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 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 have hereunto subscribed their names as and for the act of said city, and CLAIR A. NELSON, the CHAIRMAN of the lessee, hereunto duly authorized and empowered, has executed this lease for and on behalf of said lessee, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By RUFUS CHOATE
R. H. VANDEMAN
EMIL KLICKA
Members of the Harbor Commission

COUNTY EMERGENCY RELIEF ADMINISTRATION OF SAN DIEGO COUNTY
By CLAIR A. NELSON, Chairman
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney.

I hereby approve the form of the foregoing Lease, this 10 day of May, 1934.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with County Emergency Relief Administration, being Document No. 289613.

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

AGREEMENT FOR SERVICES

NOW, THIS 17th day of October, 1934, THIS AGREEMENT entered into between GEORGE L. BUCK, as City Manager of The City of San Diego, party of the first part, and T. A. HOPKINS, party of the second part, WITNESSETH:

FOR THAT WHEREAS, the Council of The City of San Diego duly and regularly passed and adopted Resolution No. 62187 authorizing George L. Buck, as City Manager, to contract for the services of T. A. Hopkins, upon the following terms and conditions, NOW, THEREFORE, this agreement:

(1) The City of San Diego agrees to employ Mr. T. A. Hopkins for a period of time commencing the 1st day of October, 1934, and ending on the 31st day of October, 1934.

(2) For professional services rendered during such time in connection with the preparation and presentation of data in connection with Cases numbered 3152 and 3153 now pending before the Railroad Commission and in connection with attendance upon any hearings before said Commission, the City agrees to pay the party of the second part the sum of Four hundred dollars (\$400.00).

(3) The party of the second part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability, and to devote his entire time and attention to the matters desired and directed by the party of the first part.

GEORGE L. BUCK
City Manager of The City of San Diego, California
Party of the First Part
T. A. HOPKINS
Party of the Second Part.

APPROVED:
C. L. BYERS, City Attorney
APPROVED:
CIVIL SERVICE COMMISSION
By R. H. SMITH

CERTIFICATE OF AUDITOR AND COMPTROLLER

I hereby certify that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. T. A. Hopkins, can be incurred without a 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 October 16, 1934

G. F. WATERBURY

Auditor and Comptroller of The City of San Diego

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of T. A. Hopkins, being Document No. 289903.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Skadstrom Deputy

UNDERTAKING FOR STREET LIGHTING

ADAMS AVENUE LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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, hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19 day of October, 1934.

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, 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

(SEAL) ATTEST:

E. L. TOLSON, Resident Assistant Secretary

By W. F. RABER, Principal

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By PAUL WOLCOTT, Resident Vice President

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

On this 19th day of October, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 22 day of Oct., 1934.

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. 62055 passed and adopted on the 11th day of September, 1934, require and fix the sum of \$268.00 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

ADAMS AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 23d day of October, 1934, 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, 1934, to-wit, to and including August 27, 1935.

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 June 16, 1934 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 Seventy-six and 75/100 Dollars (\$976.75) 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 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 Nine Hundred Seventy-six and 75/100 Dollars (\$976.75), shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

It is further mutually agreed that the said sum of Nine Hundred Seventy-six and 75/100 Dollars (\$976.75) 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 Nine Hundred Seventy-six and Seventy-five one-hundredths Dollars (\$976.75).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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:
J. A. CANNON, Secretary

By W. F. RABER

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

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
R. I. SCOLLIN
DAN ROSSI

Members of the Council

I hereby approve the form of the foregoing Contract, this 22 day of Oct., 1934.

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, for Adams Avenue Lighting District No. 1; being Document No. 289928.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Rodstrom Deputy

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 1st day of October, 1934, by and between GEORGE L. BUCK, as City Manager of The City of San Diego, for and on behalf of said The City of San Diego, and hereinafter termed the party of the first part, and PHIL D. SWING, Attorney at Law, of San Diego, California, hereinafter termed the party of the second part, WITNESSETH:

Pursuant to the provisions of the Charter of The City of San Diego and the terms of Resolution No. 62120, passed and adopted by the Council of The City of San Diego on the 28th day of September, 1934, the first party agrees to and does by these presents employ Phil D. Swing, Attorney at Law, for the purpose of representing The City of San Diego in connection with the protection of The City of San Diego's rights under the provisions of that certain contract heretofore entered into between the United States of America, by and through the Secretary of the Interior, and The City of San Diego, dated February 15th, 1933.

It is agreed that second party may proceed to Salt Lake City, and incur the expenses necessary therefor, in order to represent said City at a conference to be there held in connection with the matters aforesaid.

For and in consideration of the payment of a sum to be fixed and determined by the City Council as reasonable, the party of the second part agrees to represent The City of San Diego in connection with the herein mentioned matters, and will exert his best effort to secure for The City of San Diego the full rights and benefits to be derived by said City from and under the terms and conditions of the contract between The City of San Diego and the United States of America, relating to the securing of water from the Colorado River. The party of the second part further agrees to represent The City of San Diego at a conference to be held in connection with said matters, at Salt Lake City, during the month of October, 1934; provided, however, that in addition to the compensation hereinabove provided for, he shall receive travelling and subsistence expenses in-

curred in connection therewith.

The party of the second part further agrees to assist in the drafting of any necessary or proper papers for the protection of the City's rights to Colorado River Water under said contract.

It is further agreed that the party of the second part shall have the authority to execute, for and on behalf of said City, any proper and necessary documents in connection with the matter aforesaid.

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

GEORGE L. BUCK
City Manager of The City of San Diego, California
Party of the First Part
PHIL D. SWING
Party of the Second Part

I hereby approve the form of the foregoing Agreement, this 1st day of October, 1934.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Professional Services, with Phil D. Swing, being Document No. 290015.

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

UNDERTAKING FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO. 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 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 19th day of October, 1934.

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:
E. L. TOLSON, 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 19th day of October, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 Oct., 1934.

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. 62057 passed and adopted on the 11th day of September, 1934, 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 23d day of October, 1934, 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 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, 1934, to-wit, to and including August 16, 1935.

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 June 2, 1934 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 Eighty-six and 82/100 Dollars (\$286.82) 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 One Hundred Forty-seven and 30/100 Dollars (\$1147.30) 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 One Hundred Forty-seven and 30/100 Dollars (\$1147.30) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 2 Fund".

It is further mutually agreed that the said sum of One Thousand Four Hundred Thirty-four and 12/100 Dollars (\$1,434.12) 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 One Hundred Forty-seven and 30/100 Dollars (\$1147.30).

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 two Hundred Eighty-six and 82/100 Dollars (\$286.82), 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 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 W. F. RABER

(SEAL)

ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES

A. W. BENNETT
W. H. CAMERON
A. S. DAVIS
R. I. SCOLLIN
DAN ROSSI

Members of the Council

I hereby approve the form of the foregoing Contract, this 22 day of Oct., 1934

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, for Mission Beach Lighting District No. 2, being Document No. 289927.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By *August M. Shadstrom* Deputy

UNDERTAKING FOR STREET LIGHTING
SAN DIEGO LIGHTING DISTRICT
NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TEN THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$10,785.00), 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 October, 1934.

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. 61488, adopted by the Council March 26, 1934, 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)
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
E. L. TOLSON, 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 26th day of October, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 26 day of October, 1934

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. 62147 passed and adopted on the 9th day of October, 1934, require and fix the sum of \$10,785.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
SAN DIEGO LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 30th day of October, 1934, 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

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:

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;

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;
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 including July 1, 1934, to and including June 30, 1935.

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 en-

titled; "Engineer's Report and Assessment for San Diego Lighting District No. 1", filed March 30, 1934 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 Nine Hundred Eighty-two and 89/100 Dollars (\$40,982.89) 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 Thousand Nine Hundred Eighty-two and 89/100 Dollars (\$40,982.89) 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 \$40,982.89 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 Thousand Nine Hundred Eighty-two and 89/100 Dollars (\$40,982.89).

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 hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:
J. A. CANNON, Secretary

By W. F. RABER

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
R. I. SCOLLIN
W. H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI

Members of the Council.

I hereby approve the form of the foregoing Contract, this 26 day of October, 1934.

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, for San Diego Lighting District No. 1, with San Diego Consolidated Gas & Electric Company; being Document No. 290007.

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

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 23 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, by and through its Common Council, hereinafter sometimes designated as the City, and H. W. RHOL AND T. E. CONNOLLY 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 the El Capitan Reservoir Dam, Spillway and outlet works 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 8th day of February, 1932, marked "Document No. 274415," and endorsed "Notice Inviting Bids, Proposal, Drawings and Specifications, El Capitan Reservoir Dam, Spillway and Outlet Works" said plans consisting of 10 sheets and said specifications consisting of 104 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 Bureau of Water Development 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 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 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 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.

ARTICLE VII. 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 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 the following specified rate for any work done under this contract by the contractor, or by any sub-contractor:

Classification	Per Diem Wage	Classification	Per Diem Wage
Auto Mechanics	\$6.40	Lathers	\$8.00
Blacksmiths	6.40	Locomotive Engineers	7.50
Blacksmith Helpers	5.00	Locomotive Firemen	6.00
Blade Men	5.00	Materialmen	5.00
Bricklayers	9.60	Mechanics	6.40
Cableway Operators	8.00	Mechanic Helpers	5.00
Caulkers	5.00	Mechanic Trouble Shooters	6.00
Carpenter Foremen	6.40	Mortar Men	5.00
Carpenters	6.40	Muckers, Tunnel	5.50
Cement Finishers	6.40	Plumbers	8.00
Clerks	5.00	Pipe Layers	5.00
Compressor Operators	6.00	Plasterers	9.60
Concrete Finishers	6.40	Painters	6.40
Concrete Finisher Helpers	5.00	Powdermen	6.00
Concrete Foremen	5.00	Powdermen Helpers	5.00
Concrete Form Builders	6.00	Pump Men	5.00
Concrete Spreaders	5.00	Quarry Foremen	7.00
Concrete Tampers	5.00	Reinforcing Steel Foremen	7.00
Concrete Mixermen	7.20	Reinforcing Steel Workers	6.45
Cooks	5.50	Rigger Foremen	8.00
Crane Operators	6.00	Riggers	7.20
Derrick Operators	6.00	Rigger Helpers	6.00
Dinkey Operators	6.00	Road Grader Operators	5.50
Dragline Operators	6.00	Roofers	6.40
Drillers	5.50	Sheet Metal Workers	6.80
Drill Sharpeners	6.00	Shovel Operators	8.00
Electricians	8.00	Shovel Operators Underground	8.80
Electrician Helpers	6.40	Shovel Cranesmen	6.80
Excavation Foremen	5.50	Shovel Cranesmen Underground	7.60
Flunkies	5.00	Shovel Firemen	5.60
General Foremen	7.00	Shovel Watchmen	5.00
Hodcarriers, Brick	5.60	Shovel Oilers	5.00
Hodcarriers, Plaster	7.20	Shovel Pitmen	5.00
Hoist Operators	6.00	Stone Setters	9.60
Laborers, Common	5.00	Stone Cutters	7.20
Laborers, Skilled	5.50	Stone Derrickmen	7.20
Superintendents	9.00	Truck Drivers over 15,500 pounds	5.00
Teamsters	5.00	Tunnel Foremen	7.00
Tractor Operators over 50H.P.	7.20	Watchmen	5.00
Tractor Operators under 50HP	6.80	Welders	6.00
Timekeepers	5.00	Yarners	5.50
Trenching Machine Operators	6.00	Truck Drivers under 15,500 pounds	5.00
Other classes not less than		\$5.00	

For over time work when the same is permitted by law, 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.

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, 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 JOSEPH J. RUSSO
L. C. MAIRE
A. STAHEL, JR.
IRA S. IREY
Members of the Common Council.

H. W. ROHL AND T. E. CONNOLLY
By T. E. CONNOLLY Contractor.
Attorney in fact.

I hereby approve the form of the foregoing contract, this 23 day of April, 1932.
C. L. BYERS
City Attorney of the City of San Diego.

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That H. W. ROHL and T. E. CONNOLLY, as Principal, and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a New York corporation; COMMERCIAL CASUALTY INSURANCE COMPANY, a New Jersey corporation; HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut corporation, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a Massachusetts Corporation, 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 MILLION SEVEN HUNDRED FORTY NINE THOUSAND SIX HUNDRED SEVENTY FIVE and NO/100 (\$1,749,675.00) DOLLARS, (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, firmly by these presents, as follows:

The Principal and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, as Surety, jointly and severally in the sum of SEVEN HUNDRED TWENTY NINE THOUSAND THIRTY ONE and 25/100 (\$729,031.25) DOLLARS, and no more;

The Principal and the COMMERCIAL CASUALTY INSURANCE COMPANY, as Surety, jointly and severally in the sum of SEVEN HUNDRED TWENTY NINE THOUSAND THIRTY ONE and 25/100 (\$729,031.25) DOLLARS, and no more;

The Principal and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, as Surety, jointly and severally in the sum of ONE HUNDRED FORTY FIVE THOUSAND EIGHT HUNDRED SIX and 25/100 (\$145,806.25) DOLLARS, and no more;

The Principal and the MASSACHUSETTS BONDING AND INSURANCE COMPANY, as Surety, jointly and severally in the sum of ONE HUNDRED FORTY FIVE THOUSAND EIGHT HUNDRED SIX and 25/100 (\$145,806.25) DOLLARS, and no more.

Signed by us and dated this 23 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 all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of the EL CAPITAN RESERVOIR DAM, SPILLWAY AND OUTLET WORKS, 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 8th day of February, 1932, marked Document No. 274415 and endorsed Notice inviting bids; said plans consisting of 10 sheets, and said specifications consisting of 104 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.

The Obligors herein expressly agree that, for the purpose of allowing a joint action against any or all of them, and for that purpose only, this bond shall be treated as the joint and several as well as the several obligation of each of the Obligors.

IN WITNESS WHEREOF, the said Principal and Sureties 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.

H. W. RHOL AND T. E. CONNOLLY,
Principal

By T. E. CONNOLLY
Attorney in Fact.

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF
NEW YORK, Surety

By JNO. T. BRUNN
Attorney-in-Fact.

COMMERCIAL CASUALTY INSURANCE COMPANY, Surety

By JNO T. BRUNN
Attorney-in-Fact.

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety

By DICK W. GRAVES
Attorney-in-Fact.

MASSACHUSETTS BOND AND INSURANCE COMPANY, Surety

By DONALD B. GOLDSMITH
Attorney-in-Fact.

(SEAL)

(SEAL)

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

On this 23rd day of April in the year One Thousand Nine Hundred and thirty two before me, Irma C. Swain, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Jno. T. Brunn known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Commercial Casualty Insurance Company (a Corporation) and acknowledged to me that he subscribed the name of said Commercial Casualty Insurance Company thereto as surety and his own name as attorney in fact.

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

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

(SEAL)
My Commission Expires
Dec. 1, 1933.

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

On this 23rd day of April in the year One Thousand Nine Hundred and thirty two before me, Irma C. Swain, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Jno. T. Brunn 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 Los Angeles, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires
Dec. 1, 1933.

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

On this 23rd day of April in the year One Thousand Nine Hundred and thirty two before me, Irma C. Swain, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Massachusetts Bonding and Insurance Company (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 Los Angeles, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires
Dec. 1, 1933.

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

On this 23rd day of April, 1932, before me, Opal Graves, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared DICK W. GRAVES, known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

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

(SEAL)
My Commission Expires
June 18, 1934.

I hereby approve the form of the within Bond this 25th day of April, 1932.
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 25 day of April, 1932.

JOSEPH J. RUSSO
A. STAHEL JR.
L. C. MAIRE
IRA S. IREY
Members of the Common Council.

(SEAL)

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That H. W. ROHL and T. E. CONNOLLY, as Principal, and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a New York corporation; COMMERCIAL CASUALTY INSURANCE COMPANY, a New Jersey corporation; HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut corporation, and MASSACHUSETTS BOND AND INSURANCE COMPANY, a Massachusetts corporation, 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 MILLION ONE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED FIFTY and NO/100 DOLLARS (\$1,166,450.00), (not less than fifty 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, firmly by these presents, as follows:

The Principal and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK as Surety, jointly and severally in the sum of FOUR HUNDRED EIGHTY SIX THOUSAND TWENTY and 85/100 (\$486,020.85) DOLLARS, and no more;
The Principal and the COMMERCIAL CASUALTY INSURANCE COMPANY, as Surety, jointly and severally in the sum of FOUR HUNDRED EIGHTY SIX THOUSAND TWENTY and 85/100 (\$486,020.25) DOLLARS, and no more;

The Principal and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, as Surety, jointly and severally in the sum of NINETY SEVEN THOUSAND TWO HUNDRED FOUR AND 17/100 (\$97,204.17) DOLLARS, and no more;
The Principal and the MASSACHUSETTS BONDING AND INSURANCE COMPANY, as Surety, jointly and severally in the sum of NINETY SEVEN THOUSAND TWO HUNDRED FOUR and 17/100 (\$97,204.17) DOLLARS, and no more.

Signed by us and dated this 23 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 all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of the EL CAPITAN DAM, SPILLWAY AND OUTLET WORKS, 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 8th day of February, 1932, marked Document No. 274415 and endorsed Notice inviting bids; said plans consisting of 10 sheets and said specifications consisting of 104 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 ONE MILLION ONE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED FIFTY and NO/100 (\$1,166,450.00) DOLLARS, 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.

The Obligors herein expressly agree that, for the purpose of allowing a joint action against any or all of them, and for that purpose only, this bond shall be treated as the joint and several as well as the several obligation of each of the Obligors.
NOW, THEREFORE, should the above bounden Principal well and truly pay or cause to be paid all claims against them for such labor or materials, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and 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.

IN WITNESS WHEREOF, the said Principal and Sureties 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.
H. W. ROHL AND T. E. CONNOLLY
Principal

By T. E. CONNOLLY
Attorney in Fact.

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK
Surety

By JNO. T. BRUNN
Attorney-in-Fact.

COMMERCIAL CASUALTY INSURANCE COMPANY, Surety
By JNO. T. BRUNN
Attorney-in-Fact.

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety
By DICK W. GRAVES
Attorney-in-Fact.

(SEAL)

MASSACHUSETTS BONDING AND INSURANCE COMPANY, Surety
By DONALD B. GOLDSMITH
Attorney-in-Fact.

(SEAL)

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

On this 23rd day of April in the year One Thousand Nine Hundred and thirty two before me, Irma C. Swain, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Jno. T. Brunn 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 Los Angeles, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires
Dec. 1, 1933.

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

On this 23rd day of April in the year One Thousand Nine Hundred and thirty two before me, Irma C. Swain, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Jno. T. Brunn known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Commercial Casualty Insurance Company (a Corporation) and acknowledged to me that he subscribed the name of said Commercial Casualty Insurance Company thereto as surety and his own name as attorney in fact.

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

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

(SEAL)
My Commission Expires
Dec. 1, 1933.

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

On this 23rd day of April in the year One Thousand Nine Hundred and thirty two before me, Irma C. Swain, a Notary Public in and for the County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Massachusetts Bonding and Insurance Company (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 Los Angeles, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires
Dec. 1, 1933.

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

On this 23rd day of April, 1932, before me, OPAL GRAVES, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared DICK W. GRAVES, known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

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

(SEAL)
My Commission Expires
June 18, 1934.

I hereby approve the form of the within Bond this 25th day of April, 1932.

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 25 day of April, 1932.

(SEAL)
JOSEPH J. RUSSO
L. C. MAIRE
A. STAHEL JR.
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 H. W. Rohle and T. E. Connolly and the City of San Diego, California. Being Document No. 275788.

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

CONTRACT

THIS AGREEMENT, made and entered into this 26th day of October, 1934, 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 Standard Dredging Co., a 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 inviting bids which are bound herewith, and

WHEREAS, said bids were opened in the office of the Harbor Commission of the City of San Diego; on October 18th, 1934, at the our of 2 o'clock, all bids received pursuant to such notice, including the bid of said Standard Dredging Co. 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 October 24th, 1934 at the hour of 10 o'clock A.M. a contract was awarded to said Standard Dredging Co. for the dredging of a yacht basin and connecting channel and depositing of the dredged material from said basin and channel on a designated portion of the Bay area 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:

PROPOSAL "B"

In lieu of Proposal "A" it is hereby agreed to furnish to the Harbor Department

one dredger including all necessary pipe, pontoons, transformers, cable, barges, tow boats, and to furnish all other tools, transportation, materials, supplies, equipment, supervision, and such other expenses of every kind and description necessary for and to dredge a yacht basin and a connecting channel in the Bay of San Diego and depositing the dredged material therefrom as solid fill to and upon such areas and to such elevations delineated upon and in accordance with the plans and specifications therefor and to accept as full compensation therefor the rental sum of One thousand Four hundred and Forty Dollars no/100 (\$1440.00) Dollars per day of 24 hours.

It is hereby agreed that the total rental cost charged to the Harbor Department shall not exceed in cost a price of Fifteen and 4/10 Cents (\$0.154) per cubic yard measured in cut of all material dredged and deposited.

It is further agreed that no dredge rental will be charged until actual dredging work commences.

Due consideration will be given for rental time consumed in cleaning rubbish from dredge cutter or pump. However, no charge will be made of dredge owners for time consumed in excess of 12 hours for major repair to dredger or plant equipment on any breakdowns which may occur.

It is further understood and agreed as follows:

1. The Notice inviting bids, Instructions to Bidders, Proposal, Specifications and 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 thirty (30) calendar days after the signing of this agreement by the City of San Diego and shall complete said work within two hundred seventy (270) working 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, excepting therefrom such extension of time, if any, that the Engineer may grant, 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 an 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, or by the meeting of unexpectedly difficult material, 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 said 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 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 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 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 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 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 5:00 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 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 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 effect 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 Contractor or any sub-contractor in the performance of the work contemplated by this contract; and that said Contractor shall forfeit as a penalty to said 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:

Large Dredge 20" or over		Small Dredge under 20"	
Craft or Type	Wage 8 hr. day	Craft or Type	Wage 8 hr. day
Chief Engineer.....	8.80	Chief Engineer.....	8.00
Assistant Engineer.....	6.80	Assistant Engineer.....	6.00
Levermen.....	8.40	Levermen.....	6.00
Operators.....	6.00	Operators.....	5.00
Mates.....	6.40	Mates.....	5.00
Deckhands.....	5.60	Deckhands.....	4.00
Electricians.....	8.00	Electricians.....	5.00
Launchmen.....	6.00	Launchmen.....	6.00
Blacksmith.....	7.60	Blacksmith.....	6.00
Welders.....	6.00	Welders.....	6.00
Levee Men.....	4.80	Levee Men.....	4.00
Tow Boat Operators.....	6.00	Tow Boat Operators.....	6.00
Laborers.....	4.00	Laborers.....	4.00

Any classification herein not less than 4.00

For overtime work, in excess of eight (8) hours in any one calendar day, 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. VANDEMAN
EMIL KLUICKA

Members of the Harbor Commission of The
City of San Diego

Party of the First Part
STANDARD DREDGING CO.
By C. N. GUTHRIDGE, V. Pres.
Party of the Second Part.

(SEAL)

I hereby approve the form of the foregoing Contract this 27th day of October, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that STANDARD DREDGING CO., as Principal, and MARYLAND CASUALTY COMPANY, 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 labor, materials, 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 Thirty One Thousand Seven Hundred Seventy Five and noo/100# ----- (\$31,775.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents. SIGNED AND SEALED THIS 25th day of October, 1934.

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 STANDARD DREDGING CO. as Contractor, the party of the second part therein, which contract is 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 dredge a yacht basin and connecting channel and to deposit the material therefrom, 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, equipment, 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 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, equipment, 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, equipment, 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.

(SEAL) ATTEST:
GEO. G. DANERI

STANDARD DREDGING CO.
By C. N. GUTHRIDGE, V. Pres
Principal

(SEAL)

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

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 25th day of October 1934, 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 27th day of October, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego, California, this 26th day of October, 1934.

RUFUS CHOATE
R. H. VANDEMAN
EMIL KLIKA

Members of the Harbor Commission

KNOW ALL MEN BY THESE PRESENTS, That STANDARD DREDGING COMPANY as Principal and MARYLAND CASUALTY COMPANY, 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 Fifteen thousand eight hundred ninety (\$15,890.00) and no/100 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 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 October 1934.

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 dredge a yacht basin at the Foot of Talbot Street and a connecting channel leading to a point near Beacon No. 5 in the Bay of San Diego and depositing of the dredged material to such areas delineated upon 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)

STANDARD DREDGING CO.; Principal
By C. F. GUTHRIDGE, V. Pres.

(SEAL)

MARYLAND CASUALTY COMPANY
By F. F. EDELEN, Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 25th day of October 1934, 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 27th day of October, 1934

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of the City of San Diego, California, this 26 day of October, 1934.

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 Standard Dredging Co., for Dredging Yacht Basin (except Notice Inviting Bids, Instructions to Bidders, Proposal and Specifications); being Document No. 290010.

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 25th day of October, 1934, 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 Sparkes and McClellan, Inc., 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 matter required by law publish the notice inviting bids which are bound herewith, and

WHEREAS, said bids were opened in the office of the Harbor Commission of the City of San Diego on Oct. 18th, 1934, at the hour of 2 o'clock, all bids received pursuant to such notice, including the bid of said Sparkes and McClellan, Inc., 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 Oct. 24th, 1934 at the hour of 10 o'clock A.M. a contract was awarded to said Sparkes and McClellan, Inc., for the dredging to the depth indicated of the area adjacent to the U.S. Bulkhead Line from Benson Lumber Company's Pier to approximately two hundred (200) feet beyond the Richfield Oil Company's Pier in the Bay of San Diego, California, and depositing of said dredged material from said area upon the adjacent designated areas of the Municipal Tidelands of 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

PROPOSAL "A"

To furnish all labor, tools, transportation, material, supplies, equipment and other expenses of every kind and description necessary for, and to dredge an area adjacent to the U. S. Bulkhead Line from Benson Lumber Company's Pier to approximately two hundred (200) feet beyond the Richfield Oil Company's Pier in the Bay of San Diego, California, and depositing as solid fill the dredged material therefrom to and upon such areas and to such elevations delineated upon and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of Twenty Six Cents (\$0.26) per cubic yard as measured in cut.

It is further agreed that no dredge rental will be charged until actual dredging work commences.

Due consideration will be given for rental time consumed in cleaning rubbish from dredge cutter and pump. However, no charge will be made by dredge owners for time consumed in excess of 12 hours for major repairs to dredger or plant equipment on any breakdown which may occur.

It is further understood and agreed as follows:

1. The Notice inviting bids, Instructions to Bidders, Proposal, Specifications and 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 thirty (30) calendar days after the signing of this agreement by the City of San Diego and shall complete said work within two hundred seventy (270) working 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, excepting therefrom such extension of time, if any, that the Engineer may grant, 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, or by the meeting of unexpectedly difficult material, 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 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 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 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 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 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 5:00 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 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 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 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 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 Contractor or any sub-contractor in the performance of the work contemplated by this contract; and that said Contractor shall forfeit as a penalty to said 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:

Large Dredge 20" or over		Small Dredge under 20"	
Craft or Type	Wage 8 hr. day	Craft or Type	Wage 8 hr. day
Chief Engineer.....	8.80	Chief Engineer.....	8.00
Assistant Engineer.....	6.80	Assistant Engineer.....	6.00
Levermen.....	8.40	Levermen.....	6.00
Operators.....	6.00	Operators.....	5.00
Mates.....	6.40	Mates.....	5.00
Deckhands.....	5.60	Deckhands.....	4.00
Electricians.....	8.00	Electricians.....	5.00
Launchmen.....	6.00	Launchmen.....	6.00
Blacksmith.....	7.60	Blacksmith.....	6.00
Welders.....	6.00	Welders.....	6.00
Levee Men.....	4.80	Levee Men.....	4.00
Tow Boat Operators.....	6.00	Tow Boat Operators.....	6.00
Laborers.....	4.00	Laborers.....	4.00
Any classification omitted herein not less than.....		4.00	

For overtime work, in excess of eight (8) hours in any one calendar day, 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. VANDEMAN

Members of the Harbor Commission of The City of San Diego

Party of the first Part

SPARKES & McCLELLAN, INC.

By ALBERT SPARKES, Vice Pres.

Party of the second part

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That SPARKES & McCLELLAN, INC., 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 labor, materials, 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 Eighteen Thousand Two Hundred and No/100 (\$18,200.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 25th day of October, 1934.

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 SPARKES & McCLELLAN, INC., as Contractor, the party of the second part therein, which contract is hereby referred to and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and incidental to this work and to dredge to the depth indicated, the area adjacent to the U.S. Bulkhead Line from the Benson Lumber Company's Pier to approximately two hundred (200) feet beyond the Richfield Oil Company's Pier in the Bay of San Diego and to deposit the material therefrom, in the matter 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, equipment, 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, equipment, 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, equipment, 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.

SPARKES & McCLELLAN, INC.

Principal

ALBERT SPARKES, Pres. Vice.

FIDELITY & DEPOSIT COMPANY OF MD. Surety

By DONALD C. BURNHAM,

Attorney-in-Fact

M. H. ARNOLD, Agent

(SEAL) ATTEST:

DEE H. NICHOLLS

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 25th day of October, 1934, before me, DEE H. NICHOLLS, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared DONALD C. BURNHAM and M. H. ARNOLD 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.

DEE H. NICHOLLS

(SEAL)

My Commission Expires
June 15, 1938 .

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

I hereby approve the form of the within Bond, this 25th day of October, 1934.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego, California, this 25th day of October, 1934.

RUFUS CHOATE

R. H. VANDEMAN

Members of the Harbor Commission.

I hereby approve the form of the foregoing Contract this 25th day of October, 1934.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City
Attorney

KNOW ALL MEN BY THESE PRESENTS, That SPARKES & McCLELLAN, INC., 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 Ninety-one Hundred and No/100 (\$9100.00) 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 25th day of October, 1934.

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 dredge to the depth indicated, the area adjacent to the U. S. Bulkhead Line from Benson Lumber Company's Pier to approximately two hundred (200) feet beyond the Richfield Oil Company's Pier in the Bay of San Diego, and to deposit the material therefrom 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.

SPARKES & McCLELLAN, INC., Principal
By ALBERT SPARKES, Vice Pres
FIDELITY & DEPOSIT COMPANY OF MD., Surety
DONALD C. BURNHAM, Attorney-in-Fact
M. H. ARNOLD, Agent

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 25th day of October, 1934, before me, DEE H. NICHOLLS, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared DONALD C. BURNHAM and M. H. ARNOLD known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My Commission Expires
June 15, 1938

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

I hereby approve the form of the within Bond, this 25th day of October, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego, California, this 25th day of October, 1934.

RUFUS CHOATE
R. H. VANDEMAN

Members of the Harbor Commission

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Sparkes & McClellan for Dredging Area Between Benson Lumber Company's Pier and Richfield Oil Company's Pier, being Document No. 289986.

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 we, PACIFIC CLAY PRODUCTS, a corporation, as principal, and GLOBE INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are 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 fifteen dollars (\$515.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 30th day of October, 1934.

THE CONDITIONS OF the above and foregoing obligation are such, that whereas, the said principal on the 30th day of October, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

3,430 lin. ft. 12" Vitrified clay sewer pipe;
100 lin. ft. 6" Vitrified Clay sewer pipe;
4,400 lbs. G. K. Joint Compound;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 30th day of October, 1934.

(SEAL)

PACIFIC CLAY PRODUCTS COMPANY,
Principal
By ROY LACY, Secretary

GLOBE INDEMNITY COMPANY, Surety
By E. L. COLE, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this 30th day of October in the year one thousand nine hundred and thirty-four, before me, MARGARET MURPHY a Notary Public in and for the County of Los Angeles, personally appeared E. L. COLE 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 Los Angeles, the day and year in this certificate first above written.

(SEAL)

My Commission Expires
Dec. 23, 1934.

MARGARET MURPHY
Notary Public in and for the County of State
of California.

I hereby approve the form of the within Bond, this 31st day of October, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 7th day of November, 1934.

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

RUTHERFORD B. IRONES
A. W. BENNETT
W. H. CAMERON
HARRY WARBURTON
A. S. DAVIS
R. I. SCOLLIN
DAN ROSSI
Members of the Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 30th day of October, 1934, by and 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 CLAY PRODUCTS, 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, f.o.b. San Diego:

3,430 lin. ft. 12" Vitrified Clay sewer pipe
100 lin. ft. 6" Vitrified Clay sewer pipe
in accordance with Specifications of The City of San Diego, Series 2-29, Section 37, Pages 74 to 78, contained in Document No. 275153, on file in the office of the City Clerk of said City; and

4,400 lbs. GK Joint Compound

All in accordance with the specifications therefor contained in Document No. 275153, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said pipe and compound hereinabove described within fifteen days from and after the date of the execution of this contract.

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

3,430 lin. ft. 12" Vitrified Clay sewer Pipe,
at \$.54 per foot
100 lin. ft. 6" Vitrified Clay sewer Pipe,
at \$.227 per foot
4,400 lbs. G.K. Joint Compound, at \$.0525 per lb.
Plus California State Sales Tax

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 pipe and compound by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For 3,430 lin. feet 12" Vitrified Clay Sewer Pipe,
\$.54 per foot
For 100 lin. feet 6" Vitrified Clay Sewer Pipe,
\$.227 per foot
For 4,400 lbs. G.K. Compound,
\$.0525 per lb.
Plus California State Sales Tax

said payments to be made as follows:

Upon completion of the delivery of said pipe and compound, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

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 City Manager, in writing, having been first obtained.

Said Contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said pipe and compound, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 62217, authorizing such execution, and the said contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL)

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager
PACIFIC CLAY PRODUCTS, Contractor
By ROY LACY, Secretary

I hereby approve the form of the foregoing contract, this 31st day of October, 1934

*Atty
approval*

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Contract with Pacific Clay Products, being Document No. 290072.

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

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, LOS ANGELES BRICK COMPANY, a corporation, as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are 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 sixty-eight dollars (\$368.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 8th day of November, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 8th day of November, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City 3500 feet of ten-inch Vitrified Clay Sewer Pipe, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 8th day of November, 1934.

LOS ANGELES BRICK COMPANY,
Principal

(SEAL)

By HENRY PRUSSING, Secretary
UNITED STATES FIDELITY AND GUARANTY CO
Surety

(SEAL)

By A. J. JAYNE, JR., Attorney-in-Fact.

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

On this 8th day of November in the year one thousand nine hundred and 34, before me, Agnes L. Whyte, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. J. Jayne, Jr., 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 A. J. Jayne, Jr. duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY there to as Surety and his own name as Attorney-in-fact.

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

(SEAL)

AGNES L. WHYTE
Notary Public in and for Los Angeles County,
State of California

My Commission Expires
Feb. 26, 1937

I hereby approve the form of the within Bond, this 9th day of November, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 9th day of November, 1934.

RUTHERFORD B. IRONES
A. W. BENNETT
W. H. CAMERON
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 8th day of November, 1934, by and 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 BRICK 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, f.o.b. line of trench in College Park, El Cerritos, El Retiro and Redland Gardens section of The City of San Diego, as directed by the Director of Public Works, 3500 feet of ten-inch Vitrified Clay Sewer Pipe, in accordance with specifications of The City of San Diego, Series 2-29, Section 37, Pages 74 to 78, inclusive of said specifications, which said specifications are on file in the office of the City Clerk of said City under Document No. 275153.

Said contractor agrees to furnish and deliver said pipe hereinabove described within at such time as we are instructed days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said pipe hereinabove described at and for the price of forty-two cents (42¢) per foot, plus California State Sales Tax.

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For 3500 feet of ten-inch Vitrified Clay Sewer Pipe, forty-two cents (42¢) per foot, plus California State Sales Tax; said payments to be made as follows:

Upon completion of the delivery of said pipe and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager 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 pipe to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

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 City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will ^{be} bound by each and every part of this contract, and furnish and deliver said pipe, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 62247, 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 GEORGE L. BUCK, City Manager
LOS ANGELES BRICK COMPANY, Contractor
By HENRY PRUSSING, Secretary

(SEAL)

I hereby approve the form of the foregoing contract, this 9th day of November, 1934.

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 Los Angeles Brick Company, being Document No. 290150.

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

BOND

U.S.G.CO. BOND # 1027405

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, as principal, and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are 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 eleven dollars (\$511.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 31st day of October, 1934.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 31st day of October, 1934, entered into the annexed contract with said The City of San Diego, to furnish to said City nine hundred ninety-six (996) feet of twelve-inch Class "B" cast iron pipe, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 31st day of October, 1934.

UNITED STATES PIPE & FOUNDRY CO.
Principal

By R. W. MARTINDALE,
Pacific Coast Mgr.

UNITED STATES GUARANTEE COMPANY
Surety

By G. W. BELL, Attorney in Fact
CELIA R. PETAR, Attorney in Fact

(SEAL)

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) SS.

On this 31st day of October, in the year nineteen hundred and thirty four, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared G. W. Bell and Celia R. Petar, known to me to be the Attorneys in Fact

of 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 in said city and county the day and year in this certificate first above written.

(SEAL)

My Commission expires

Mar 10, 1938

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

I hereby approve the form of the within Bond, this 9th day of November, 1934.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 9th day of November, 1934.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

RUTHERFORD B. IRONES

A. W. BENNETT

W. H. CAMERON

HARRY WARBURTON

DAN ROSSI

R. I. SCOLLIN

Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 31st day of October, 1934, by and 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 & 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 to said city, f.o.b., San Diego, nine hundred ninety-six feet (996') of twelve-inch Class "B" cast iron pipe, in either 12 foot or 16.4 foot lengths, as the City may direct, all in accordance with the specifications therefor contained in Document No. 275153, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said pipe hereinabove described within forty days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said pipe hereinabove described at and for the price of two and 05/100 dollars (\$2.05) per foot.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of two and 05/100 dollars (\$2.05) per foot for said pipe, as follows:

Upon completion of the delivery of said pipe, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

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 City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said pipe, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 62218, 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 GEORGE L. BUCK, City Manager

UNITED STATES PIPE & FOUNDRY CO.,
Contractor

By R. W. MARTINDALE,
Pacific Coast Mgr.

I hereby approve the form of the foregoing contract, this 9th day of November, 1934.

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 United States Pipe & Foundry Company, being Document No. 290151.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Skadstrom Deputy

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, Party of the First Part, and T. A. HOPKINS, Party of the Second Part, WITNESSETH:

WHEREAS, the Council of The City of San Diego duly and regularly passed and adopted Resolution No. 62262, authorizing George L. Buck as City Manager, on behalf of the said City, to contract for the services of T. A. Hopkins upon the following terms and conditions; NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED:

The City of San Diego does hereby employ Mr. T. A. Hopkins for a period of time commencing the 1st day of November, 1934, and ending on the 30th day of November, 1934; provided, however, that said services may be terminated upon one day's written notice to said T. A. Hopkins from said George L. Buck, City Manager.

The Party of the Second Part agrees to perform such professional services as may be necessary to a proper and complete preparation and presentation of the matters required to be submitted in Cases numbered 3152 and 3153, and agrees to perform such services to the utmost of his ability, and to devote his entire time and attention to the matters desired and directed by the Party of the First Part.

As compensation for such services rendered the City agrees to pay the Party of the Second Part at the rate of Four hundred dollars (\$400.00) per month. It is mutually understood and agreed that in the event of the termination of this contract prior to November 30, said Party of the Second Part shall be paid at said rate of Four hundred dollars (\$400.00) per month only for the period during which he was actually employed and performing services.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to a resolution authorizing such execution, and the Party of the Second Part has hereunto subscribed his name, this 1st day of November, 1934.

APPROVED:

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney

APPROVED:

CIVIL SERVICE COMMISSION

By R. H. SMITH, Personnel Director

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract for the employment of Mr. T. A. Hopkins, can be incurred without a 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 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 Nov 10, 1934

THE CITY OF SAN DIEGO

By GEORGE L. BUCK, City Manager

Party of the First Part

T. A. HOPKINS

Party of the Second Part.

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego
By JAS. S. W. BARBER, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of T. A. Hopkins, being Document No. 290211.

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, AMERICAN CONCRETE & STEEL PIPE COMPANY, a corporation, 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 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 two hundred sixty-nine dollars (\$3,269.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 22nd day of November, 1934.

THE CONDITIONS OF the above and foregoing obligation are such, that whereas, the said principal on the 22nd day of November, 1934, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

600 Ft. 42" Reinforced concrete pipe

1074 Ft. 36" Reinforced concrete pipe

2056 Ft. 30" Reinforced concrete pipe

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 22nd day of November, 1934.

AMERICAN CONCRETE & STEEL PIPE COMPANY, A Corp.
Principal

by B. J. PRIMMER, Dist. Mgr.

FIDELITY & DEPOSIT COMPANY OF MD., Surety

By H. G. MALM, Its Attorney-in-Fact

By M. H. ARNOLD, Agent

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 22nd day of November, 1934, before me, DEE H. NICHOLLS, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared H. G. MALM and M. H. ARNOLD known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission Expires
June 15, 1938.

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

I hereby approve the form of the within Bond, this 22d day of November, 1934.

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, County of San Diego, State of California, this 22d day of November, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AMERICAN CONCRETE & STEEL PIPE 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, f.o.b. contractor's factory at Rosecrans and Kurtz Streets, San Diego, California,

600 Ft. 42" Reinforced concrete pipe

1074 Ft. 36" Reinforced concrete pipe

2056 Ft. 30" Reinforced concrete pipe

all in accordance with Specifications of The City of San Diego, Series 2-29, Pages 104 to 107, inclusive, contained in Document No. 275153, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said pipe hereinabove described within Ten days from and after the date of the execution of this contract.

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

600 Ft. 42" Reinforced concrete pipe, at \$4.53 per Ft.

1074 Ft. 36" Reinforced concrete pipe, at \$3.90 per Ft.

2056 Ft. 30" Reinforced concrete pipe, at \$3.00 per Ft.

Plus California State Sales Tax.

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 for the acceptance of said pipe by said city, will pay said contractor, in warrants drawn upon the proper fund of said city, the following sums, to-wit:

For 600 Ft. 42" Reinforced concrete pipe, \$4.53 per Ft.

For 1074 Ft. 36" Reinforced concrete pipe, \$3.90 per Ft.

For 2056 Ft. 30" Reinforced concrete pipe, \$3.00 per Ft.

Plus California State Sales Tax.

Said payments to be made as follows:

Upon completion of the delivery of said pipe, and the acceptance of the same by the Harbor Department of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the Harbor Department 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the Harbor Department of said City, 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 percentages withheld as above stated, or such portion thereof as may be due the 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 Harbor Department, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said pipe, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Harbor Commission of said City, under and pursuant to Resolution No. 62284, authorizing such execution, and 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 KLIKA
Members of the Harbor Commission

AMERICAN CONCRETE & STEEL PIPE CO., Contractor
By B. T. PRIMMER, Dist. Mgr.

I hereby approve the form of the foregoing contract this 22d day of November, 1934.

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 American Concrete & Steel Pipe Co., being Document No. 290339.

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

ACCEPTANCE OF EXTENSION OF LEASE
BY L. J. WATERBURY

KNOW ALL MEN BY THESE PRESENTS: That I, L. J. Waterbury, the lessee named in that certain lease granted by The City of San Diego, dated the 28th day of December, 1933 being official Document No. 286407, 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 one (1) year ending December 28, 1935, as provided by Resolution No. 62430, adopted by the Council of said City of San Diego on the 12th day of December, 1934; 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, pursuant to the provisions of said Resolution No. 62430.

WITNESS MY HAND this 17th day of December, 1934.
L. J. WATERBURY
WITNESS:
DOROTHY KRAFT
F. M. LOCKWOOD

I hereby approve the form of the foregoing Acceptance this 17th day of December, 1934.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Acceptance of Extension of Lease by L. J. Waterbury, on Oil Lease, being Document No. 290657.

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

MODIFICATION OF LEASE

WHEREAS, the Harbor Commission of The City of San Diego, thereunto duly authorized by Resolution No. 59770 of the Council of The City of San Diego, made and entered into a lease for a certain portion of the tidelands of said City with Hartley J. Stackhouse, which said lease is dated April 1, 1933, being official Document No. 281964, recorded in Book 7, page 401, official records of the City Clerk of said City; and WHEREAS, the said Harbor Commission and the said Hartley J. Stackhouse desire to amend and modify Paragraph No. 1 appearing on page 3 of said lease, in the manner hereinafter recited; and

WHEREAS, said proposed modification has been heretofore duly authorized by Resolution No. 62072 of the Council of The City of San Diego; NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED by and between the Harbor Commission of The City of San Diego and Hartley J. Stackhouse that Paragraph No. 1 appearing on page 3 of said lease shall be and is hereby amended to read as follows:

"(1) That the demised premises shall be used only and exclusively:

"(a) 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; and

"(b) For the purpose of carrying on a business on said premises for the bulk storage of gasoline and other petroleum products and/or for the wholesale distribution of gasoline and/or other petroleum products to retailers and for the purpose of erecting and maintaining a private garage on said premises for the storage, servicing and/or repairing of motor vehicles and for the purpose of erecting, installing and maintaining such other buildings, structures and equipment on said premises as may be necessary or convenient for conducting and carrying on such business."

That except as hereinabove amended said lease and all of the terms and conditions thereof, as originally entered into, shall remain unchanged.

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 hereunto set his hand, this 20th day of September, 1934.

THE CITY OF SAN DIEGO, Lessor.
By RUFUS CHOATE
R. H. VANDEMAN

(SEAL)

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On this 20th day of September 1934, before me Zola E. Gartner, a Notary Public in and for said County and State, personally appeared Rufus Choate and R. H. Vandeman, known to me to be the members of the Harbor Commission of the City of San Diego and known to me to be the persons who executed the within instrument on behalf of said City of San Diego therein names, and acknowledged to me that said City executed the same.

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

(SEAL)

ZOLA E. GARTNER, Notary

My Commission Expires July 10, 1935.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

HARTLEY J. STACKHOUSE, Lessee

On this 15th day of September 1934 personally appeared before me a notary public in and for said county and state, Hartley J. Stackhouse known to me to be the person who executed the within instrument and acknowledged to me that he executed the same.

In Witness whereof I have hereunto set my hand and official seal the day and year first hereinabove in this certificate written.

(SEAL)

ZOLA E. GARTNER, Notary Public

My Commission Expires July 10, 1935.

I hereby approve the form of the foregoing Amendment and Modification of Lease this 14th day of September, 1934.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modification of Lease, with Hartley J. Stackhouse, being Document No. 290444.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Stackhouse 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 DOLLARS (\$477.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of November, 1934.

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, LAPALOMA 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 and as particularly described in Resolution of Intention No. 61877, adopted by the Council July 9, 1934, 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:
E. L. TOLSON, 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 28th day of November, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 1 day of December, 1934.

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. 62204 passed and adopted on the 23rd day of October, 1934, require and fix the sum of \$477.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

CONTRACT FOR STREET LIGHTING
SUNSET CLIFFS LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 4th day of December, 1934, 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 including October 1, 1934, to-wit, to and including September 30, 1935.

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 July 20, 1934, 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 (\$1,812.60) 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 the 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 (\$1,812.60) 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 \$1,812.60 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 (\$1,812.60).

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

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
WILL H. CAMERON
A. S. DAVIS
DAN ROSSI
R. I. SCOLLIN

(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 1 day of December, 1934.

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 Co., for Sunset Cliffs Lighting District No. 1, being Document No. 290450.

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

UNDERTAKING FOR STREET LIGHTING LOGAN AVENUE LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 6th day of December, 1934.

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

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

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

On this 6th day of December, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 8 day of December, 1934.

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. 62298, passed and adopted on the 20th day of November, 1934, 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 11th day of December, 1934, 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 16th, 1934, to-wit, to and including November 15, 1935.

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 24, 1934 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 EIGHTEEN and 95/100 DOLLARS (\$418.95) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

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 Eighteen and 95/100 Dollars (\$418.95) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

It is further mutually agreed that the said sum of Four Hundred Eighteen and 95/100 Dollars (\$418.95) 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 Four Hundred Eighteen and 95/100 Dollars (\$418.95).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the 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 RUTHERFORD B. IRONES

WILL H. CAMERON

A. S. DAVIS

HARRY WARBURTON

DAN ROSSI

R. I. SCOLLIN

Members of the Council.

I hereby approve the form of the foregoing Contract, this 8 day of December, 1934.

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, for Logan Avenue Lighting District No. 1; being Document No. 290563.

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

UNDERTAKING FOR STREET LIGHTING
ROSEVILLE 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-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 6th day of December, 1934.

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, WHITTIER STREET, XENOPHON STREET, YONGE STREET, EDITH LANE, PLUM STREET and WILLOW STREET, within the limits and as particularly described in Resolution of Intention No. 61906, adopted by the Council July 23, 1934, 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:
E. L. TOLSON, 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 6th day of December, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 8 day of December, 1934.

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. 62299, passed and adopted on the 20th day of November, 1934, 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 11th day of December, 1934, 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;
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.

Such furnishing of electric current shall be for a period of one year from and including October 15, 1934, to-wit, to and including October 14, 1935.

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 Engineer of said City, being document entitled: "Engineer's Report and Assessment for Roseville Lighting District No. 1", filed July 27, 1934 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 Two Hundred Six Dollars (\$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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:
J. A. CANNON, Secretary

By W. F. RABER

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

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
WILL H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN

Members of the Council

I hereby approve the form of the foregoing Contract, this 8 day of December, 1934.

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, for Roseville Lighting District No. 1; being Document No. 290564.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadad Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that R. E. HAZARD CONTRACTING CO., 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 and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Four Thousand Three Hundred Forty-seven Dollars (\$4,347.00), 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 December, 1934.

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 R. E. HAZARD CONTRACTING CO., the party of the second part, 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 the improvement of ROSECRANS STREET, between the easterly line of Atlantic Street and the easterly termination of Rosecrans Street in Taylor Street and San Diego; ATLANTIC STREET, between the northeasterly production of the northwesterly line of Rosecrans Street and a line parallel to and distant 150 feet southeasterly therefrom;

TAYLOR STREET, between the northwesterly production of the north-easterly line of San Diego Avenue and the southwesterly termination of said Taylor Street in Rosecrans Street; and

SAN DIEGO AVENUE, between the southeasterly line of Taylor Street and a line parallel to and distant 60 feet southeasterly therefrom, all being within the City of San Diego, County of San Diego, State of California, all in accordance with the specifications therefor referred to in said contract, and for the contract price referred to in said contract.

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against it for such labor, tools, transportation, materials, equipment and supplies, 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 tools, transportation, materials, equipment 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 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, tools, transportation, equipment 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.

IN WITNESS WHEREOF, the said principal has caused this bond to be executed by its proper officers, thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 10th day of December, 1934.

(SEAL)

R. E. HAZARD CONTRACTING CO.
By R. E. HAZARD, President
D. A. DUNBAR, Secretary.

(SEAL)

PACIFIC INDEMNITY COMPANY, Surety
By R. D. SPICER, Attorney

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 10th day of December in the year one thousand nine-hundred and THIRTY-FOUR, before me, TULA AABERG a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, R. D. SPICER 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 R. D. SPICER 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
June 15, 1936

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

I hereby approve the form of the foregoing Bond, this 10 day of December, 1934

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant
City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 11th day of December, 1934.

(SEAL) ATTEST:

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

RUTHERFORD B. IRONES
A. S. DAVIS
WILL H. CAMERON
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council of
The City of San Diego.

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING CO., as principal, and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Thousand One Hundred Seventy-four Dollars (\$2,174.00) 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 December, 1934.

THE CONDITION of the 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 the improvement of

ROSECRANS STREET, between the easterly line of Atlantic Street and the easterly termination of Rosecrans Street in Taylor Street and San Diego Avenue;

ATLANTIC STREET, between the northeasterly production of the northwesterly line of Rosecrans Street and a line parallel to and distant 150 feet southeasterly therefrom;

TAYLOR STREET, between the northwesterly production of the northeasterly line of San Diego and the southwesterly termination of said Taylor Street in Rosecrans Street; and

SAN DIEGO AVENUE, between the southeasterly line of Taylor Street and a line parallel to and distant 60 feet southeasterly therefrom, all being within the City of San Diego, County of San Diego, State of California, all in accordance with the specifications therefor referred to in said contract, and for the contract price referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has caused this bond to be executed by its proper officers, thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 10th day of December, 1934.

(SEAL)

R. E. HAZARD CONTRACTING CO.,
Principal
By R. E. HAZARD, President
D. H. DUNBAR, Secretary

(SEAL)

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

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

On this 10th day of December in the year one thousand nine-hundred and THIRTY-FOUR, before me, Tula Aaberg a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. D. SPICER 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 R. D. SPICER 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
June 15, 1936

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

I hereby approve the form of the foregoing Bond, this 10 day of December, 1934

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant
City Attorney.

Approved by a majority of the members of the Council this 11th day of December, 1934.

RUTHERFORD B. IRONES
A. S. DAVIS
WILL H. CAMERON
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN

Members of the Council of The
City of San Diego, California

(SEAL) ATTEST:

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 4th day of December, 1934, 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 City Manager and City Council of said City, party of the first part, hereinafter sometimes designated as the City, and R. E. HAZARD CONTRACTING CO., a corporation, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, materials, equipment and supplies and other expense of every kind and description necessary or incidental to the improvement of ROSECRANS STREET, between the easterly line of Atlantic Street and the easterly termination of Rosecrans Street in Taylor Street and San Diego Avenue;

ATLANTIC STREET, between the northeasterly production of the northwesterly line of Rosecrans Street and a line parallel to and distant 150 feet southeasterly therefrom;

TAYLOR STREET, between the northwesterly production of the northeasterly line of San Diego Avenue and the southwesterly termination of said Taylor Street in Rosecrans Street; and

SAN DIEGO AVENUE, between the southeasterly line of Taylor Street and a line parallel to and distant 60 feet southeasterly therefrom, all being within The City of San Diego, County of San Diego, State of California, all in accordance with those certain drawings and specifications on file in the office of the City Clerk of The City of San Diego, and bearing said Clerk's Document No. 289842.

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

Excavation, per cu. yd.	\$.50
Embankment, " " "55
Pavement and subgrade, per sq. ft.155
Surfacing, per sq. ft.25
Curb, per lineal ft.	1.00
48" Concrete pipe culvert, per lineal ft.	12.00
Lowering existing 48" concrete culvert, lump sum	250.00

Said Contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment, so that said work shall be completed on or before the 1st day of February, 1935.

At the end of each calendar month subsequent to December 1, 1934, the Director of Public Works will make an estimate of the amount earned to that date under the terms of the contract for completed work, classified and computed on the basis of the items and unit prices named in the contract. From the total thus computed, a deduction of twenty-five per cent (25%) will be made, and a further deduction will be made of any other amounts that may be due 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 Director of Public Works of The City of San Diego, and its acceptance 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 III of the Code of Civil Procedure.

When the terms of the contract shall have been fully complied with to the satisfaction of the Director of Public Works of The City of San Diego 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.

Said Contractor further agrees that it will not underlet or assign this contract, or any part thereof, to anyone, without the consent of the City Council of the City, evidenced by resolution, having first been obtained.

Said Contractor further agrees that it will be bound by each and every part of the specifications hereinabove referred to, as the same may be interpreted, in case of dispute or question, by the Director of Public Works of the City.

Said Contractor further agrees that it will protect from the elements all of the materials and supplies to be used in the performance of the 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 City, the said Contractor will repair or replace such damage at its own cost and expense.

The work shall be conducted under the immediate supervision of the Director of Public Works of said City and will be inspected by inspectors appointed by said Director of Public Works, who will enforce strict compliance with the terms of this contract.

Said contractor 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 and 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 to take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

The Contractor further agrees that in the performance of the work contemplated by this contract it will conform to and abide by all of the 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 by 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 the following specified rate for any work done under the contract by the Contractor, or by any subcontractor:

Classification	Rate Per Eight Hour Day
Laborer	\$ 4.00
Tractor driver (30 H.P.)	5.44
Tractor driver (60 to 80 H.P.)	6.00
Carpenter	8.00
Truck driver (less than 4 cu yds)	4.80
Truck driver (4 cu. yds., or more)	6.00
Power shovel or crane operator	8.00
Oiler	6.00
Roller Operator	6.00
Driller	4.80
Blacksmith	6.00
Powderman	6.00
Grader Operator	6.00
Teamster	4.00
Subgrade finisher operator	6.00
Reinforcing steel worker	8.00
Asphalt plant engineer	8.00
Asphalt plant dryerman or fireman	6.00
Asphalt mechanical finisher operator	6.00
Asphalt raker	4.80
Concrete mixer operator	6.00
Concrete worker	4.80
Concrete finisher	8.00
Handyman (roustabout)	4.00
Mechanic (trouble shooter)	6.00
Oil distributor (bootman)	4.80
Watchman, guard, flagman	4.00
Any classification omitted herein, not less than	4.00

For extra work performed on Sundays, legal holidays as set forth in Section 10 of the Political Code of the State of California, and for work performed in excess of eight hours in one calendar day in such cases in which such overtime work is permitted by law, one and one-half times the said prevailing or current rate of per diem wages hereinabove set forth.

Said Contractor further agrees that neither said Contractor nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during 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 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 (8) hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said Contractor further agrees and covenants 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 Charter of The City of San Diego, or of the Public Works Alien Employment Act of the State of California (Stats. 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 or any subcontractor, contrary to the provisions of said Charter or statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The Contractor further agrees to conform to all the requirements and provisions of that certain statute of the State of California, entitled:

"An act to add a new section to the Penal Code to be numbered 653c-1, relating to the hours of labor on public works during the present emergency whether such work is done by contract or otherwise, providing penalties for violations of its provisions, and declaring the urgency thereof," Chapter 632, Statutes of 1933.

The Contractor further agrees that only such unmanufactured articles, materials and supplies as have been mined or produced in the United States; and only such manufactured articles, materials and supplies as have been manufactured in the United States, substantially all from articles, materials and supplies mined, produced or so manufactured as the case may be, in the United States, shall be used in the performance of the work in accordance with the provisions of that certain statute of the State of California entitled:

"An act to require the use of materials and supplies substantially produced in the United States, in public works and for public purposes," Chapter 226, Statutes of 1933.

The Contractor further agrees that in accordance with the California Industrial Recovery Act, Chapter 1039, California Statutes of 1933, it will give a preference of fifteen per cent (15%) to supplies, articles and materials mined, produced, manufactured or supplied in observance of any code of fair competition approved, prescribed or issued under Title I of the National Industrial Recovery Act, or under the California Industrial Recovery Act, or in pursuance of any agreement entered into or approved under said laws, or in conformity with the terms prescribed in any licenses issued under said laws, as the case may be, and which concerns such trade or industry and subdivision thereof as may be involved.

The Contractor agrees that no convict labor shall be employed in or about the performance of the work.

The Contractor further agrees that in the employment of labor, preference shall be given, when they are qualified, to

First, ex-service men with dependents, who are bona fide residents of The City of San Diego, and

Then, in the following order:

(a) Other citizens of the United States and aliens who have declared their intention of becoming citizens and who are bona fide residents of the City of San Diego;

(b) Ex-service men with dependents who are bona fide residents of the state of California;

(c) Other citizens of the United States and aliens who have declared their intention of becoming citizens and who are bona fide residents of the State of California.

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 or become liable for any portion of the contract price.

IN WITNESS WHEREOF, the City has caused this instrument to be executed by its City Manager and its City Council, acting under and pursuant to Resolution No. 62309, 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, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager

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

RUTHERFORD B. IRONES
WILL H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

R. E. HAZARD CONTRACTING CO.,
Contractor

By R. E. HAZARD, Pres.
D. A. DUNBAR, Sec.

(SEAL) ATTEST:
I. E. FRIEDMAN

I hereby approve the form of the foregoing Contract, this 4 day of December, 1934.

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 Contract with R. E. Hazard Contracting Co., for improvement of Rosecrans St., et al.; being Document No. 290569.

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

MODIFICATION OF TIDE LAND LEASE

THIS AGREEMENT AND MODIFICATION OF LEASE, entered into this 1st day of November, 1934, by and between THE CITY OF SAN DIEGO, acting by and through the Harbor Commission of said City, pursuant to the authorization contained in Ordinance No. 527 (New Series) of the ordinances of said City, and SAN DIEGO RAPID AUTO LAUNDRY COMPANY, a corporation, as Lessee, WITNESSETH:

THAT WHEREAS, pursuant to the authorization contained in Ordinance No. 10994 of the ordinances of The City of San Diego, a lease for certain tide lands was entered into between THE CITY OF SAN DIEGO and A. O. HALL, dated the first day of May, 1927, which said lease is on file as Document No. 205204, and is recorded in Book 5, page 305, Records of the City Clerk of said City; and

WHEREAS, under the authority granted by Ordinance No. 11117 of the ordinances of The City of San Diego, said lease was assigned by the said O. J. Hall to the San Diego Rapid Auto Laundry Company, a corporation; and

WHEREAS, by Ordinance No. 11456 of the ordinances of The City of San Diego, the term of said lease was extended for a period of five (5) years to expire on the first day of May, 1937; and

WHEREAS, The City of San Diego and said San Diego Rapid Auto Laundry Company desire to amend and modify said lease in the respects hereinafter recited, and to extend the term thereof for an additional five (5) years from and after May 1st, 1937;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter recited, it is hereby mutually agreed that said lease shall be, and is hereby, modified and amended in the following particulars, to-wit:

From the lands described in and leased by said original lease the following described area shall be eliminated:

All of lots three (3) and four (4), the easterly twenty (20) feet of lots one (1) and two (2) and the easterly twenty (20) feet of the park area north of lot one (1), the westerly twenty-five (25) feet of lot one (1) and the westerly portion of lot two (2), described as follows:

Beginning at a point in the southerly boundary of said lot two (2) distant seventy (70) feet southeasterly from the southwesterly corner thereof; thence north 89° 58' 20" west along the southerly boundary of said lot two (2) to its southwesterly corner; thence north 0° 01' 40" east along the westerly boundary of said lot to its northwesterly corner; thence south 89° 58' 20" east along the northerly boundary of said lot a distance of twenty-five (25) feet to a point; thence south 0° 01' 40" west a distance of eighteen (18) feet to a point; thence south 54° 34' 20" east a distance of 55.23 feet to the point or place of beginning.

That the term of said original lease, as hereby modified, shall be extended for a period of five (5) years from and after the 1st day of May, 1937; that the rental for said extended period shall be adjusted and fixed by the Harbor Commission of the city at the expiration of the present term of said lease, to-wit, May 1st, 1937, and that said rental shall not, however, exceed the sum of ten cents (10¢) per square foot per year for all, or any portion of said additional five-year period; provided, however, that said extension of the term of said lease for five (5) years from May 1st, 1937, is expressly conditioned upon and in consideration of the removal forthwith by said San Diego Rapid Auto Laundry Company, at its own cost and expense, of all structures and improvements and all portions of its present plant which are now located upon the area of land hereinabove described which is hereby eliminated and excluded from said lease; and in this connection said San Diego Rapid Auto Laundry Company specifically agrees to comply with said condition.

Except in the respects wherein said original lease is hereby modified, it shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By RUFUS CHOATE
R. H. VanDEMAN
EMIL KLICKA
Members of the Harbor Commission.

(SEAL) ATTEST:
R. W. PATRICK

SAN DIEGO RAPID AUTO LAUNDRY
COMPANY
By O. J. HALL, Pres
C. F. HAHN, Asst. Secty.

I hereby approve the form of the foregoing Modification of Tide land Lease, this 1st day of November, 1934.

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 Modification of Tide Land Lease of San Diego Rapid Auto Laundry Co., being Document No. 290725.

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

LOAN AND GRANT AGREEMENT BETWEEN THE
CITY OF SAN DIEGO, CALIFORNIA
AND THE UNITED STATES OF AMERICA P.W.A. Docket

PART ONE. No. 4755

1. Purpose of Agreement. Subject to the terms and conditions of this Agreement, the United States of America (herein called the "Government") will, by loan and grant not exceeding in the aggregate the sum of \$134,000 (herein called the "allotment") aid THE CITY OF SAN DIEGO (CALIFORNIA) (herein called the "Borrower") in financing a project (herein called the "Project") consisting substantially of the strengthening of the buttresses of the Multiple Arch Dam at Hodges Reservoir by a system of reinforced concrete columns, stretched and diagonal beam-reinforcing and construction of a spillway discharge apron, all pursuant to the Borrower's application (herein called the "Application"), P.W.A. Docket No. 4755, Title II of the National Industrial Recovery Act

(herein called the "Act") and the Constitution and Statutes of the State of California (herein called the "State").

2. Amount and Method of Making Loan. The Borrower will sell and the Government will buy, at the principal amount thereof plus accrued interest, \$96,000 aggregate principal amount of negotiable coupon bonds (herein called the "Bonds") of the description outlined below or such other description as may be satisfactory to the Borrower and to the Administrator, bearing interest at the rate of 4 percent per annum, payable semi-annually from date until maturity, less such amount of the Bonds, if any, as the Borrower may sell to purchasers other than the Government.

- (a) Date: January 1, 1935. (b) Denomination: \$1,000.
- (c) Place of Payment: The office of the City Treasurer of the City of San Diego, California.
- (d) Registration Privileges: Registerable as to principal and interest, at the option of the holder.
- (e) Maturities: Payable, without option of prior redemption, on January 1 in years and amounts as follows:
 - \$4,000 each year, 1936 to 1939, inclusive; and
 - \$5,000 each year, 1940 to 1955, inclusive.
- (f) Security: General obligations of the Borrower, payable as to both principal and interest from ad valorem taxes which may be levied without limit as to rate or amount upon all the taxable property within the territorial limits of the Borrower.

3. Amount and Method of Making Grant. The Government will make and the Borrower will accept, whether or not any or all of the Bonds are sold to purchasers other than the Government, a grant (herein called the "Grant") in an amount equal to 30 per centum of the cost of the labor and materials employed upon the Project. The determination by the Federal Emergency Administrator of Public Works (herein called the "Administrator") of the cost of the labor and materials employed upon the Project shall be conclusive. The Government will make part of the Grant by payment of money and the remainder of the Grant by cancellation of Bonds or interest coupons or both. If all of the Bonds are sold to purchasers other than the Government, the Government will make the entire Grant by payment of money. In no event shall the Grant, whether made partly by payment of money and partly by cancellation, or wholly by payment of money, be in excess of \$46,000.

4. Bond Proceedings. When the Agreement has been executed, the Borrower (unless it has already done so) shall promptly take all proceedings necessary for the authorization and issuance of the Bonds.

5. Bond and Grant Requisitions. From time to time after the execution of this Agreement, the Borrower shall file a requisition with the Government requesting the Government to take up and pay for Bonds or to make a payment on account of the Grant. Each requisition shall be accompanied by such documents as may be requested by the Administrator (a requisition together with such documents being herein collectively called a "Requisition").

6. Bond Purchases. If a Requisition requesting the Government to take up and pay for Bonds is satisfactory in form and substance to the Administrator, the Government, within a reasonable time after the receipt of such Requisition, ~~the Government, within a reasonable time after the receipt of such Requisition,~~ will take up and pay for Bonds, having maturities satisfactory to the Administrator, in such amount as will provide, in the judgment of the Administrator, sufficient funds for the construction of the Project for a reasonable period. Payment for such Bonds shall be made at a Federal Reserve Bank to be designated by the Administrator or at such other place or places as the Administrator may designate, against delivery by the Borrower of such Bonds, having all unmatured interest coupons attached thereto, together with such documents as may be requested by the Administrator. The Government shall be under no obligation to take up and pay for Bonds beyond the amount which in the judgment of the Administrator is needed by the Borrower to complete the Project.

7. Grant by Payment of Money. If a Requisition requesting the Government to make a payment on account of the Grant is satisfactory in form and substance to the Administrator, the Government will pay to the Borrower at such place or places as the Administrator may designate against delivery by the Borrower of its receipt therefor, a sum of money equal to the difference between the aggregate amount previously paid on account of the Grant, and

- (a) 25 per centum of the cost of the labor and materials shown in the Requisition to have been employed upon the Project if the Requisition shows that the Project has not been completed, or
- (b) 30 per centum of the cost of such labor and materials if the Requisition shows that the Project has been completed and that all costs incurred in connection therewith have been determined;

provided, however, that the part of the Grant made by payment of money to the Borrower shall not be in excess of the difference between the Allotment and the amount paid (not including the amount paid as accrued interest) for the Bonds taken up by the Government. The Government reserves the right to make any part of the Grant by cancellation of Bonds or interest coupons or both rather than by payment of money if, in the judgment of the Administrator, the Borrower does not need the money to pay costs incurred in connection with the construction of the Project.

8. Grant by Cancellation of Bonds. If the Borrower, within a reasonable time after the completion of the Project, shall have filed a Requisition, satisfactory in form and substance to the Administrator, then the Government will cancel such Bonds and interest coupons as may be selected by the Administrator, in an aggregate amount equal (as nearly as may be) to the difference between 30 per centum of the cost of the labor and materials employed upon the Project and the part of the Grant made by payment of money. The Government will hold Bonds or interest coupons for such reasonable time in an amount sufficient to permit compliance with provisions of this Paragraph, unless payment of such difference shall have been otherwise provided for by the Government.

9. Grant Advances. At any time after the execution of this Agreement the Government may, upon request of the Borrower, if in the judgment of the Administrator the circumstances so warrant, make advances to the Borrower on account of the Grant, but such advances shall not be in excess of 30 per centum of the cost of the labor and materials to be employed upon the Project, as estimated by the Administrator.

10. Deposit of Bond Proceeds and Grant; Bond Fund; Construction Accounts.

The Borrower shall deposit all accrued interest which it receives from the sale of the Bonds at the time of the payment therefor any any payment on account of the Grant

which may be made under the provisions of Paragraph 8, PART ONE, hereof, into an interest and bond retirement fund account (herein called the "Bond Fund") promptly upon the receipt of such accrued interest or such payment on account of the Grant. It will deposit the remaining proceeds from the sale of the Bonds (whether such Bonds are sold to the Government or other purchasers) and the part of the Grant made by payment of money under the provisions of Paragraph 7, PART ONE, hereof, promptly upon the receipt of such proceeds or payments in a separate account or accounts (each of such separate accounts herein called a "Construction Account"), in a bank or banks which are members of the Federal Reserve System in accordance with the provisions of the Public Deposit Act of the State of California, (Statutes 1927, page 1389).

11. Disbursement of Monies in Construction Accounts and in Bond Fund.

The Borrower shall expend the monies in a Construction Account only for such purposes as shall have been previously specified in Requisitions filed with the Government and as shall have been approved by the Administrator. Any monies remaining unexpended in any Construction Account after the completion of the Project which are not required to meet obligations incurred in connection with the construction of the Project shall either be paid into the Bond Fund, or said monies shall be used for the purchase of such of the Bonds as are then outstanding at a price not exceeding the principal amount thereof plus accrued interest. Any Bonds so purchased shall be cancelled and no additional Bonds shall be issued in lieu thereof. The monies in the Bond Fund shall be used solely for the purpose of paying interest on and principal of the Bonds.

12. Other Financial Aid from the Government. If the Borrower shall receive any funds (other than those received under this Agreement) directly or indirectly from the Government, or any agency or instrumentality thereof, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced, and to the extent that such funds so received exceed the part of the Grant which would otherwise be made by payment of money, the aggregate principal amount of Bonds to be purchased by the Government shall be reduced.

13. Construction of Project. Not later than upon the receipt by it of the first Bond payment, the Borrower will commence or cause to be commenced the construction of the Project, and the Borrower will thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost and in accordance with the provisions of this Agreement, plans, drawings, specifications and construction contracts which shall be satisfactory to the Administrator, and under such engineering supervision and inspection as the Administrator may require. Except with the written consent of the Administrator, no materials or equipment for the Project shall be purchased by the Borrower subject to any chattel mortgage, or any conditional sale or title retention agreement.

14. Information. During the construction of the Project the Borrower will furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work. The Borrower will furnish to the Government and to any purchaser from the Government of 25 per centum of the Bonds, such financial statements and other information and data relating to the Borrower as the Administrator or any such purchaser may at any time reasonably require.

15. Representations and Warranties. The Borrower represents and warrants as follows:

- (a) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the Bonds, the security therefor, the construction of the Project, or the financial condition of the Borrower;
- (b) Financial Condition. The character of the assets and the financial condition of the Borrower are as favorable as at the date of the Borrower's most recent financial statement, furnished to the Government as a part of the Application, and there have been no changes in the character of such assets or in such financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Borrower's affairs;
- (c) Fees and Commissions. It has not and does not intend to pay any bonus, fee or commission in order to secure the loan or grant hereunder;
- (d) Affirmation. Every statement contained in this Agreement, in the Application, and in any supplement thereto or amendment thereof, and in any other document submitted to the Government is correct and complete, and no relevant fact materially affecting the Bonds, the security therefor, the Grant or the Project, or the obligations of the Borrower under this Agreement has been omitted therefrom.

16. Bond Circular. The Borrower will furnish all such information in proper form for the preparation of a Bond Circular and will take all such steps as the Government or any purchaser or purchasers from the Government of not less than 25 per centum of the Bonds may reasonably request to aid in the sale by the Government or such purchaser or purchasers of any or all of the Bonds.

17. Expenses. The Government shall be under no obligation to pay any costs, charges or expenses incident to compliance with any of the duties or obligations of the Borrower under this Agreement including, without limiting the generality of the foregoing, the cost of preparing, executing and delivering the Bonds, and any legal, engineering and accounting costs, charges or expenses incurred by the Borrower.

18. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Borrower and the written approval of the Administrator, without the execution of a new or supplemental agreement.

19. Interest of Member of Congress. No member of or Delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

20. Valuation. The Borrower hereby covenants that it will institute, prosecute and carry to completion in so far as it may be within the power of the Borrower, any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable to empower the Borrower to issue the Bonds and to remedy any defects, illegalities and irregularities in the proceedings of the Borrower relative to the issuance of the Bonds and to validate the same after the issuance thereof to the Government, if in the judgment of the Administrator such action may be deemed necessary, appropriate or advisable. The Borrower further covenants that it will procure and furnish to the Government, as a condition precedent to the Government's obligations hereunder a letter from the Governor of the State stating that if in the judgment of the Administrator it may be advisable to enact legislation to empower the Borrower to issue the Bonds or to remedy any defects, illegalities or irregularities in the proceedings of the Borrower relative to the issuance thereof or to validate the same, said Governor will recommend and cooperate in the enactment of such legislation.

21. Naming of Project. The Project shall never be named except with the

written consent of the Administrator.

22. Undue Delay by the Borrower. If in the opinion of the Administrator, which shall be conclusive, the Borrower shall delay for an unreasonable time in carrying out any of the duties or obligations to be performed by it under the terms of this Agreement, the Administrator may cancel this Agreement.

23. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to pay for any of the Bonds or to make any Grant:

- (a) Financial Condition and Budget. If, in the judgment of the Administrator, the financial condition of the Borrower shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government, or the Borrower shall have failed to balance its budget satisfactorily or shall have failed to take action reasonably designed to bring the ordinary current expenditures of the Borrower within the prudently estimated revenues thereof;
- (b) Cost of Project. If the Administrator shall not be satisfied that the Borrower will be able to complete the Project for the sum of \$160,000, or that the Borrower will be able to obtain, in a manner satisfactory to the Administrator, any additional funds which the Administrator shall estimate to be necessary to complete the Project;
- (c) Compliance. If the Administrator shall not be satisfied that the Borrower has complied with all the provisions contained in this Agreement or in the proceedings authorizing the issuance of the Bonds, theretofore to be complied with by the Borrower;
- (d) Legal Matters. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Bonds, the security therefor or the construction of the Project;
- (e) Representations. If any representation made by the Borrower in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Borrower shall be found by the Administrator to be incorrect or incomplete in any material respect;
- (f) Maturity of Bonds Sold to Government. If, in the event that some of the Bonds are sold to purchasers other than the Government, the maturities of the remaining Bonds are not satisfactory to the Administrator.
- (g) Borrower's Funds. If the Borrower shall not have deposited or shall not have satisfied the Administrator that it will deposit in a Construction Account \$26,000 or such lesser amount as the Administrator may deem necessary, in addition to the funds to be furnished by the Government under this Agreement, to finance the construction of the Project.

PART TWO

IN CONSIDERATION OF THE GRANT, THE BORROWER COVENANTS THAT

1. Construction Work. All work on the Project shall be done subject to the rules and regulations adopted by the Administrator to carry out the purposes and control the administration of the Act. The following rules and regulations as set out in Bulletin No. 2, Non-Federal Projects revised March 3, 1934, entitled "P.W.A. REQUIREMENTS as to BIDS, CONTRACTORS' BONDS, AND CONTRACT, WAGE, AND LABOR PROVISIONS AND GENERAL INSTRUCTIONS as to APPLICATIONS AND LOANS AND GRANTS", shall be incorporated verbatim in all construction contracts for work on the project (in such construction contracts all blank spaces shall be filled in as provided in said Bulletin):

- "1. (a) Convict labor.--No convict labor shall be employed on the project, and no materials manufactured or produced by convict labor shall be used on the project.
- "(b) Thirty-hour week. Except in executive, administrative, and supervisory positions, so far as practicable and feasible in the judgment of the Government engineer, no individual directly employed on the project shall be permitted to work more than 8 hours in any 1 day nor more than 30 hours in any 1 week: Provided, That this clause shall be construed to permit working time lost because of inclement weather or unavoidable delays in any 1 week to be made up in the succeeding 20 days.
- "(c) No work shall be permitted on Sundays or legal holidays except in cases of emergency.
- "2. Wages. (a) All employees directly employed on this work shall be paid just and reasonable wages which shall be compensation sufficient to provide, for the hours of labor as limited, a standard of living in decency and comfort. Such wages shall in no event be less than the minimum hourly wage rates for skilled and unskilled labor prescribed by the Administrator for the zone or zones in which the work is to be done, viz:
 - Skilled labor - - - - -
 - Unskilled labor - - - - -
- "(b) In the event that the prevailing hourly rates prescribed under collective agreements or understandings between organized labor and employers in effect on April 30, 1933, shall be above the minimum rates specified above, such agreed wage rates shall apply: Provided, That such agreed wage rates shall be effective for the period of this contract, but not to exceed 12 months from the date of the contract.
- "(c) The above designated minimum rates are not to be used in discriminating against assistants, helpers, apprentices, and serving laborers who work and serve skilled journeymen mechanics and who are not to be termed as "unskilled laborers."
- "(d) The provisions of this contract relating to hours and minimum wage rates for labor directly employed on the project shall for the purposes of this contract, to the extent applicable, supersede the terms of any code adopted under Title I of the act permitting longer hours or lower minimum wage rates.
- "(e) All employees shall be paid in full not less often than once each week and in lawful money of the United States, unless otherwise permitted by the Government engineer, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such

obligations shall be subject to collection only by legal process: Provided, however, That this clause shall not be construed to prohibit the making of deductions for premiums for compensation and medical aid insurance, in such amounts as are authorized by the laws of _____ to be paid by employees, in those cases in which, after the making of the deductions, the wage rates will not be lower than the minimum wage rates herein established.

"(f) A clearly legible statement of all wage rates to be paid the several classes of labor employed on the work, together with a statement of the deductions therefrom for premiums for workmen's compensation and/or medical aid insurance authorized by the laws of _____, should such deductions be made, shall be posted in a prominent and easily accessible place at the site of the work, and there shall be kept a true and accurate record of the hours worked by and the wages, exclusive of all authorized deductions, paid to each employee, and the engineer inspector shall be furnished with a sworn statement thereof on demand.

"(g) The Board of Labor Review (herein called the "Board") shall hear all labor issues arising under the operation of this contract and such issues as may result from fundamental changes in economic conditions during the life of this contract.

"(h) The minimum wage rates herein established shall be subject to change by the Administrator on recommendation of the Board. In the event that, as a result of fundamental changes in economic conditions, the Administrator, acting on such recommendation from time to time establishes different minimum wage rates (referred to in paragraph 2 (a), (b), and (c) hereof) all contracts for work on the project shall be adjusted accordingly by the parties thereto so that the contract price to the contractor under any contract or to any subcontractor under any sub-contract shall be increased by an amount equal to any such increased cost, or decreased in an amount equal to such decreased cost.

"(i) Engineers, architects, and other professional and subprofessional employees engaged in duties normally done at the site of the project shall receive at least the prevailing rates for the various types of service to be rendered, provided that in no case shall professional employees receive less than the following weekly compensation for 40 hours or less irrespective of the number of hours employed: \$36.00 in the northern zone; \$33.00 in the central zone; and \$30.00 in the southern zone. Where the working week is longer than 40 hours, weekly compensation shall be increased proportionally. Compensation under this paragraph shall be subject to the approval of the Government Engineer.

"3. (a) Labor preferences. Preference shall be given, where they are qualified, to ex-service men with dependents, and then in the following order: (1) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of City of San Diego and/or San Diego County, and (2) to citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the State of California: Provided, That these preferences shall apply only where such labor is available and qualified to perform the work to which the employment relates.

"(b) Employment services. To the fullest extent, possible, labor required for the project and appropriate to be secured through employment services shall be chosen from the lists of qualified workers submitted by local employment agencies designated by the United States Employment Service: Provided, however, That union labor, skilled and unskilled, shall not be required to register at such local employment agencies but, if such labor is desired by the employer, shall be secured in the customary way through recognized union locals. In the event, however, that employers who wish to employ union labor are not furnished with qualified union workers by the union locals which are authorized to furnish such labor residing in the locality within 48 hours (Sundays and holidays excluded) after request is filed by the employer, all labor shall be chosen from lists of qualified workers submitted by local agencies designated by the United States Employment Service. In the selection of workers from lists prepared by such employment agencies and union locals, the labor preferences provided in section (a) of this paragraph 3 shall be observed, and preference shall be given to those unemployed at the date of registration who, at the date of selection, have no other available employment.

"(c) Compliance with Title I of the Act. The following sections 7 (a) (1) and 7 (a) (2) of Title I of the Act shall be observed:

"(1) That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) that no employee and no one seeking employment shall be required as a condition of employment to join any company union or refrain from joining, organizing, or assisting a labor organization of his own choosing.

"4. Human labor. The maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.

"5. Compensation insurance. Every employer of labor shall provide, if permitted by the laws of _____, adequate workmen's compensation insurance for all labor employed by him on the project who may come within the protection of such laws and shall provide, where practicable, employers' general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory

to the Government engineer shall be given. Where it is not permitted by law that such insurance be provided, some method satisfactory to the Administrator must be provided by which the employees may, by paying the entire amount of the premiums, derive a similar protection.

"6. Persons entitled to benefits of labor provisions. There shall be extended to every person who performs the work of a laborer or of a mechanic on the project or on any part thereof the benefits of the labor and wage provisions of this contract, regardless of any contractual relationship between the employer and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed, or color.

"7. Withholding payment. Under all construction contracts, _____ may withhold from the contractor so much of accrued payments as may be necessary to pay to laborers or mechanics employed on the work the difference between the rate of wages required by this contract to be paid to laborers or mechanics on the work and the rate of wages actually paid to such laborers or mechanics. (The borrower)

"8. Accident prevention. Reasonable precautions shall at all times be exercised for the safety of employees on the work and applicable provisions of the Federal, State, and municipal safety laws and building and construction codes shall be observed. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, unless and to the extent that such provisions are incompatible with Federal, State, or municipal laws or regulations.

"9. N.R.A. Compliance. The contractor shall comply with each approved code or fair competition to which he is subject, and if he is engaged in any trade or industry for which there is no approved code of fair competition, then as to such trade or industry with an agreement with the President under Section 4 (a) of the National Industrial Recovery Act (President's Reemployment Agreement), and _____ shall have the right, subject to the approval of the Government Engineer, to cancel this contract for failure to comply with this provision and make open market purchases or have the work called for by this contract otherwise performed at the expense of the contractor. So far as articles, materials or supplies produced in the United States are concerned, no articles, materials or supplies shall be accepted or purchased for the performance of the work nor shall any subcontracts be entered into for any articles, materials or supplies, in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with each code of fair competition which relates to such articles, materials or supplies, and/or in case there is no approved code for the whole or any portion thereof then to that extent with an agreement with the President as aforesaid. (The borrower)

right, subject to the approval of the Government Engineer, to cancel this contract for failure to comply with this provision and make open market purchases or have the work called for by this contract otherwise performed at the expense of the contractor. So far as articles, materials or supplies produced in the United States are concerned, no articles, materials or supplies shall be accepted or purchased for the performance of the work nor shall any subcontracts be entered into for any articles, materials or supplies, in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with each code of fair competition which relates to such articles, materials or supplies, and/or in case there is no approved code for the whole or any portion thereof then to that extent with an agreement with the President as aforesaid.

"10. (a) Inspection of records. The Administrator, through his authorized agents, shall have the right to inspect all work as it progresses, and shall have access to all pay rolls, records of personnel, invoices of materials, and any and all other data relevant to the performance of this contract. There shall be submitted to the Administrator, through his authorized agents, the names and addresses of all personnel and such schedules of the cost of labor, costs and quantities of materials, and other items, supported as to correctness by such evidence, as, and in such form as, the Administrator, through his authorized agents, may require. The submission and approval of said schedules, if required, shall be a condition precedent to the making of any payment under the contract.

"(b) There shall be provided for the use of the engineer inspector such reasonable facilities as he may request. In case of dispute the Government engineer shall determine the reasonableness of the request.

"11. Reports. Every employer of labor on the project shall report within 5 days after the close of each calendar month, on forms to be furnished by the United States Department of Labor, the number of persons on their respective pay rolls directly connected with the project, the aggregate amounts of such pay rolls, and the man-hours work, wage scales paid to the various classes of labor, and the total expenditures for materials. Two copies of each of such monthly reports are to be furnished to the Government engineer, and one copy of each to the United States Department of Labor. The contractor under any construction contract shall also furnish to _____ to the Government engineer and to the United States Department of Labor the names and addresses of all subcontractors on the work at the earliest date practicable. (The borrower)

"12. There shall be provided all necessary services and all materials, tools, implements, and appliances required to perform and complete entirely and in a workmanlike manner the work provided for in this contract. Except as otherwise approved in writing by the Government engineer, such services shall be paid for in full at least once a month and such materials, tools, implements, and appliances shall be paid for at least once a month to the extent of 90 percent of the cost thereof to the contractor, and the remaining 10 percent shall be paid 30 days after the completion of the part of the work in or on which such materials, tools, implements, or appliances are incorporated or used.

"13. Signs. Signs bearing the legend Public Works Project No. _____ shall be erected in appropriate places at the site of the project.

"14. All reasonable rules and regulations which the Public Works Administration may prescribe toward the effectuation of the matters covered by paragraphs 1 to 13, inclusive, shall be observed in the performance of the work.

"15. Subcontractors. (a) Appropriate provisions shall be inserted in all subcontracts relating to this work to insure the fulfillment of all provisions of this contract affecting such subcontractors, particularly paragraphs 1 to 14, inclusive.

"(b) No bid shall be received from any subcontractor who has not signed U. S. Government Form No. P.W.A. 61, revised (March 1934).

"16. Termination for breach. In the event that any of the provisions of paragraphs 1 to 15, inclusive, of this contract are violated

by the contractor under the construction contract or by any sub-contractor under any subcontract on the work, (The Borrower) may,

subject to the approval of the Government engineer, and upon request of the Administrator, shall terminate the contract by serving written notice upon the contractor of its intention to terminate such contract, and, unless within 10 days after the serving of such notice such violation shall cease, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination (The Borrower) may take over the work

and prosecute the same to completion or otherwise for the account and at the expense of the contractor and/or such subcontractor, and the contractor and his sureties shall be liable to (The Borrower)

for any excess cost occasioned (The Borrower) in the event of any

such termination, and (The Borrower) may take possession of and utilize in completing the work, such materials, appliances, and plant

as may be on the site of the work, and necessary therefor. This clause shall not be construed to prevent the termination for other causes provided in the construction contract.

- "17. **Definitions.** The term "Act" as used herein refers to the National Industrial Recovery Act. The term "Government engineer" as used herein shall mean the State engineer (P.W.A.) or his duly authorized representative, or any person designated to perform his duties or functions under this agreement by the Administrator. The term "engineer inspector" as used herein refers to State engineer inspectors, resident and assistant resident engineer inspectors, and supervising engineers, appointed by the Administrator. The term "materials" as used herein includes, in addition to materials incorporated in the project used or to be used in the operation thereof, equipment and other materials used and/or consumed in the performances of the work"
2. **Restriction as to Contractors.** The Borrower shall receive no bid from any contractor, nor permit any contractor to receive any bid from any sub-contractor, who has not signed U. S. Government Form No. P.W.A. 61, revised March, 1934.
3. **Bonds and Insurance.** Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Administrator for the protection of the Borrower, or materialmen, and of labor employed on the Project or any part thereof. The contractor under any construction contract shall be required to provide public liability insurance in an amount satisfactory to the Administrator.
4. **Force Account.** If prices in the bid are excessive, the Borrower reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Administrator for permission to do all or any part of the Project on a force account basis.
5. The Government agrees to the addition of the following sentence at the end of Paragraph 3 (a) of Paragraph 1 of PART TWO hereof:
"These provisions shall not be deemed to prevent the insertion, by the Grantee, in specifications and/or any such construction contract for work on the Project, of any applicable provisions of the Public Works Alien Employment Act of 1931 in so far as the same are not inconsistent with the provisions of this Agreement and with Title II of the National Industrial Recovery Act."

This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Borrower and the Government, shall have been received by the Borrower. This agreement shall be governed by and be construed in accordance with the laws of the State. If any provision of this Agreement shall be invalid in whole or in part, to the extent it is not invalid it shall be valid and effective and no such invalidity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, however, that in the opinion of the Administrator, the Agreement does not then violate the terms of the Act.

IN WITNESS WHEREOF, the Borrower and the Government have respectively caused this Agreement, to be duly executed as of

APPROVED AS TO FORM
C. L. BYERS, City Attorney

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

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager
RUTHERFORD B. IRONES, Mayor
A. S. DAVIS, Councilman
W. H. CAMERON, Councilman
A. W. BENNETT, Councilman
R. I. SCOLLIN, Councilman
DAN ROSSI, Councilman

UNITED STATES OF AMERICA

By
Federal Emergency Administrator
of Public Works.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Loan & Grant Agreement between City of San Diego and United States of America, on Hodges Dam Repair Project; being Document No. 289973.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28 day of November, 1934, by and 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 BROWN MOTOR 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, f.o.b. San Diego, one (1) eight-cylinder, V-type, Ford Station wagon, in accordance with the specifications therefor on file in the office of the Purchasing Department of said City.

Said contractor agrees to furnish and deliver said automobile hereinabove described within 1 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said automobile, hereinabove described, at and for the price of seven hundred seventy-four and 72/100 dollars (\$774.72); provided, however, that the contractor agrees to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of The City of San Diego in that certain used automobile belonging to said City, said automobile and the price at which it is so to be accepted by the contractor being as follows, to-wit:

City Automobile No. 271;

Allowance on Purchase Price, \$50.00

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 furnishing and delivery of said automobile, in accordance with the terms of this contract, and the acceptance of said automobile by said City, will pay said contractor, in warrants drawn upon the proper fund of said city, the sum of Seven hundred twenty-four and 72/100 dollars (\$724.72), said payment to be made as follows:

Upon delivery of said automobile and the acceptance of the same by the City Manager, seventy-five per cent. (75%) of the said contract price shall be paid said contractor, and twenty-five per cent. (25%) shall not become due and payable 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

Said City agrees further that it will execute and deliver to said contractor a conveyance of the interest of The City of San Diego in that certain automobile numbered 271 belonging to said City, said automobile to be so accepted by the Contractor and an allowance of fifty dollars (\$50.00) made on the total purchase price of said Ford Station Wagon hereinabove described.

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 City Manager, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of this contract, and furnish and deliver said Ford Station Wagon, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or materials or equipment furnished by said contractor unless authorized and directed by resolution of the Council of said City to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 62334 of the Council of said City, authorizing such execution, and the said contract 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 GEORGE L. BUCK, City Manager

BROWN MOTOR CO., Contractor
By B. E. STEWART, Vice Pres.
P. E. FRAZIER, Secty.

(SEAL)

I hereby approve the form of the foregoing Contract, this 28 day of November, 1934.

C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Brown Motor Company, being Document No. 290726.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28 day of November, 1934, by and 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 STANDARD IRON WORKS, a corporation, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- One (1) type CJ1-D dump body, 1-1/2 yard capacity, with D-6 heavy-duty hoist, to be mounted on truck chassis furnished by The City of San Diego;
- One (1) type C10 dump body, 1-1/2 yard capacity, with D-6 heavy duty hoist, to be mounted on truck chassis furnished by The City of San Diego;

all to be in accordance with the specifications therefor on file in the office of the Purchasing Department of said City.

Said contractor agrees to furnish and install said dump bodies and hoists above described within 14 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and install said dump bodies and hoists hereinabove described at and for the following prices:

- One (1) type CJ1-D dump body, 1-1/2 yard capacity, with D-6 heavy-duty hoist, \$309.50
- One (1) type C-10 dump body, 1-1/2 yard capacity, with D-6 heavy duty hoist, \$212.12

Said City, in consideration of the furnishing and installation of said dump bodies and hoists, 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 dump bodies and hoists by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of five hundred twenty-one and 62/100 dollars (\$521.62); said payment to be made as follows:

Upon delivery and installation of said dump bodies and hoists, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

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 City Manager, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of this contract, and furnish and install said dump bodies and hoists, as herein provided.

It is mutually agreed by and between the parties hereto, that in no case unauthorized by the Charter of 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 or materials or equipment furnished by said contractor unless authorized and directed by resolution of the Council of said City to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolutions numbered 62335 and 62337 of the Council of said City, 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 GEORGE L. BUCK, City Manager

STANDARD IRON WORKS, Contractor
By CHARLES A. WINSBY, Pres.

I hereby approve the form of the foregoing contract, this 28 day of November, 1934.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Standard Iron Works; being Document No. 290730.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28 day of November, 1934, by and 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 MOTORS TRUCK 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, f.o.b. San Diego:

- One (1) GMC Model T 16A, 1-1/2 ton truck chassis (Less body and hoist); and
- One (1) GMC Model T 16B, 1-1/2 ton truck chassis, with closed cab, flat rack body, stakes and slat sides;

all in accordance with the specifications therefor on file in the office of the Purchasing Department of said City.

Said contractor agrees to furnish and deliver said automobile trucks hereinabove described within Five days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said automobile trucks hereinabove described at and for the following prices:

- One (1) GMC Model T 16A, 1-1/2 ton truck, chassis (less body and hoist), \$816.00
- One (1) GMC Model T 16B, 1-1/2 ton truck chassis, with closed cab, flat rack body, stakes and slat sides, \$825.00

provided, however, that the contractor agrees to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of The City of San Diego in that certain used automobile belonging to said City, said automobile and the price at which it is so to be accepted by the contractor being as follows, to-wit:

- City Automobile No. 272;
- Allowance on Purchase Price, \$ 50.00

Said City, in consideration of the furnishing and delivery of said automobile trucks, 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 automobile trucks by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

- For One (1) GMC Model T 16A, 1-1/2 ton truck chassis (less body and hoist), \$816.00
- For One (1) GMC Model T 16B, 1-1/2 ton truck chassis, with closed cab, flat rack body, stakes and slat sides, \$775.00

said payments to be made as follows:

Upon delivery of said automobile trucks and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

Said City agrees further that it will execute and deliver to said contractor a conveyance of the interest of The City of San Diego in that certain automobile numbered 272 belonging to said City, said automobile to be so accepted by the contractor and an allowance of fifty dollars (\$50.00) made on the total purchase price of said GMC Model T 16B, 1-1/2 ton truck chassis, with closed cab, flat rack body, stakes and slat sides, hereinabove described.

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 City Manager, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of this contract, and furnish and deliver said automobile trucks, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or materials or equipment furnished by said contractor unless authorized and directed by resolution of the Council of said City to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, under and pursuant to Resolutions numbered 62333 and 62338 of the Council of said City, 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 GEORGE L. BUCK, City Manager

GENERAL MOTORS TRUCK CO.,
Contractor
By RUDY B. TOUSSAINT, Zone Manager

I hereby approve the form of the foregoing contract, this 28 day of November, 1934.
C. L. BYERS, City Attorney

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of contract, with General Motors Truck Company; being Document No. 290727.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 27th day of November, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ROBERT D. MAXWELL COMPANY, 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 delivery to said city, f.o.b. San Diego, one (1) Model 34-97, five-passenger, Buick sedan automobile, in accordance with the specifications therefor on file in the office of the Purchasing Department of said City.

Said contractor agrees to furnish and deliver said automobile to said City within 1 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said automobile hereinabove described at and for the price of Two thousand two hundred fifty-nine and 40/100 dollars (\$2,259.40); provided, however, that the contractor agrees to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of the City of San Diego in that certain used automobile belonging to said City, said automobile and the price at which it is so to be accepted by the contractor being as follows, to-wit:

City Automobile No. 460,
Allowance on Purchase Price, \$25.00

Said City, in consideration of the furnishing and delivery of said automobile, 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 automobile by said City, will pay said contractor, in warrants drawn upon the proper fund of said city, the sum of Two thousand two hundred thirty-four and 40/100 dollars (\$2,234.40), said payment to be made as follows:

Upon delivery of said automobile and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

Said City agrees further that it will execute and deliver to said contractor a conveyance of the interest of The City of San Diego in that certain automobile numbered 460 belonging to said City, said automobile to be so accepted by the contractor and twenty-five dollars (\$25.00) made on the total purchase price of said Buick automobile hereinabove described.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered said automobile, as hereinabove provided.

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 City Manager, in writing, having been first obtained.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or materials or equipment furnished by said contractor unless authorized and directed by resolution of the Council of said City to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 62327 of the Council, authorizing such execution, and the said contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager

(SEAL)

ROBERT D. MAXWELL CO., Contractor
By J. C. HARCLEROD, Vice Pres.

I hereby approve the form of the foregoing contract, this 28 day of November, 1934.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Robert D. Maxwell Co., being Document No. 290728.

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

...

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

On this 4th day of December, 1934, I, Zola E. Gartner, a Notary Public in and for said County and State of California, attest that Rufus Choate and R. H. Van Deman are known by me to be members of the Harbor Commission of the City of San Diego, and known to me to be the persons who executed the within instrument on behalf of said City of San Diego, a Municipal Corporation;

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first hereinabove mentioned.

(SEAL)

ZOLA E. GARTNER

My Commission Expires
July 10, 1935.

Notary Public

RECORDED DEC 6 1934 5 Min past 10 A.M. in Book 365 Page 63 of Official Records,
San Diego Co., Recorded at request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy R. N. HOWE

I certify that I have correctly transcribed this document in above mentioned book.

M. M. PETERS

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 Affidavit and Recordation, attached to and made a part of Agreement between the Harbor Commission of the City of San Diego, and San Diego Municipal Warehousing Corp., Ltd., being portion of Document No. 287718.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By

August M. Kadstrom Deputy.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28 day of November, 1934, by and 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 CITY CHEVROLET 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, f.o.b. San Diego:

- Four (4) Chevrolet 6-cylinder Pick-up Trucks, with closed cabs and standard pick-up bodies;
- Two (2) Chevrolet 6-cylinder 1-1/2 ton, 131" WB chassis, with closed cabs; equipped with 30 x 5-8 Ply tires, dual rears;
- One (1) Chevrolet 6-cylinder 1-1/2 ton, 131" WB chassis, with closed cab, equipped with 30 x 5-8 ply tires front and 32 x 6-8 ply tires rear;
- One (1) Chevrolet 6-cylinder, four-door Standard Sedans, 107", WB, equipped with 6-ply tires, L.O.F. Safety Glass all around, built-in radio antenna, bumpers front and rear, double windshield wipers;

all to be in accordance with the specifications therefor on file in the office of the Purchasing Department of said City.

Said contractor agrees to furnish and deliver said automobiles hereinabove described within 1 sedan in 30 days, 7 trucks immediately days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said automobiles hereinabove described at and for the following prices:

- Four (4) Chevrolet 6-cylinder Pick-up Trucks, with closed cabs and standard pick-up bodies, \$2273.40
- Two (2) Chevrolet 6-cylinder 1-1/2 ton, truck chassis, with closed cabs, equipped with 30 x 5-8 ply tires, dual rears, \$1324.30
- One (1) Chevrolet 6-cylinder 1-1/2 ton truck chassis, with closed cab, equipped with 30 x 5-8 ply tires front and 32 x 6-8 ply tires rear, \$ 645.75
- One (1) Chevrolet, 6-cylinder, four-door Standard sedan, \$ 690.85

Provided, however, that the contractor agrees to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of The City of San Diego in six (6) certain used automobiles, said automobiles and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

City Automobile Number	Allowance on Purchase Price
297	\$30.00
305	\$30.00
470	\$10.00
213	\$20.00
291	\$20.00
232	\$15.00

Said City, in consideration of the furnishing and delivery of said automobiles, 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 automobiles by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four thousand eight hundred nine and 30/100 dollars (\$4,809.30); said payment to be made as follows:

Upon delivery of said automobiles and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until release shall have been executed and filed, as hereinafter provided, and until five (5) days 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. When the terms of the contract shall have been complied with to the satisfaction of the City Manager, 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.

Said City agrees further that it will execute and deliver to said contractor a conveyance of the interest of The City of San Diego in six (6) certain used automobiles, said automobiles and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

City Automobile Number	Allowance on Purchase Price
297	\$30.00
305	\$30.00
470	\$10.00
213	\$20.00
291	\$20.00
232	\$15.00

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 City Manager, in writing, having been first obtained.

Said contractor further ~~further~~ agrees that it will be bound by each and every part of this contract, and furnish and deliver said automobiles, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or materials or equipment furnished by said contractor unless authorized and directed by resolution of the Council of said City to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolutions numbered 62328, 62330, 62332 and 62339 of the Council of said City, 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 GEORGE L. BUCK, City Manager

CITY CHEVROLET COMPANY, Contractor
By WM. A. MORGAN, Pres.

I hereby approve the form of the foregoing contract, this 28 day of November, 1934.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with City Chevrolet Co., being Document No. 290729.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28 day of November, 1934, by and 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 referred to as the City, and CAMPBELL CHEVROLET 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, f.o.b. San Diego:

- One (1) Chevrolet 6-cylinder, 1-1/2 ton, 131" WB truck chassis, with closed cab; equipped with 32x6-10 ply tires, 6" rims, dual rears

- One (1) Chevrolet 6-cylinder 1-1/2 ton, 131" WB truck chassis, with closed cab; equipped with 30x5-8 ply tires, dual rears;
- Five (5) Chevrolet 6-cylinder, four-door Standard Sedans, 107" WB, equipped with 6-ply tires, L.O.F. Safety Glass all around, buklit-in radio antenna, bumpers front and rear, double windshield wipers;

all to be in accordance with the specifications therefor on file in the office of the Purchasing Department of said City.

Said contractor agrees to furnish and deliver said automobiles hereinabove described within 30 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said automobiles hereinabove described at and for the following prices:

- One (1) Chevrolet, 6-cylinder, 1-1/2 ton truck chassis, with closed cab; equipped with 32x6-10 ply tires, dual rears, \$789.25
- One (1) Chevrolet 6-cylinder, 1-1/2 ton truck chassis, with closed cab; equipped with 30x5-8 ply tires, dual rears, \$662.15
- Five (5) Chevrolet, 6-cylinder, four door Standard Sedans \$3,454.25

Provided, however, that the contractor agrees to accept as part payment of the purchase price hereinabove set forth, a conveyance of the interest of The City of San Diego in five (5) certain used automobiles, said automobiles and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

<u>City Automobile Number</u>	<u>Allowance on Purchase Price</u>
463	\$10.00
303	\$15.00
30	\$ 5.00
31	\$ 5.00
456	\$ 5.00

Said City, in consideration of the furnishing and delivery of said automobiles, 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 automobiles by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four thousand eight hundred sixty-five and 65/100 dollars (\$4,865.65); said payment to be made as follows:

Upon delivery of said automobiles and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

Said City agrees further that it will execute and deliver to said contractor a conveyance of the interest of The City of San Diego in five (5) certain used automobiles belonging to said City, said automobiles and the prices at which they are respectively so to be accepted by the contractor being as follows, to-wit:

<u>City Automobile Number</u>	<u>Allowance on Purchase Price</u>
463	\$10.00
303	\$15.00
30	\$ 5.00
31	\$ 5.00
456	\$ 5.00

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 City Manager, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of this contract, and furnish and deliver said automobiles, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or materials or equipment furnished by said contractor unless authorized and directed by resolution of the Council of said City to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolutions numbered 62336, 62331 and 62329 of the Council of said City, 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 GEORGE L. BUCK, City Manager

CAMPBELL CHEVROLET COMPANY,
Contractor
By ROY B. CAMPBELL, Vice Pres
& Gen. Mgr.

I hereby approve the form of the foregoing contract, this 28 day of November, 1934.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Campbell Chevrolet Co., being Document No. 290731.

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 4 day of January, 1935, 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 J. M. TAYLOR and GEORGE M. PEACE, hereinafter called the "Licensees," WITNESSETH:

WHEREAS, the Licensees are now desirous of securing from The City of San Diego the license and privilege of placing approved benches with advertising space thereon upon the public streets and places in The City of San Diego; and

WHEREAS, it seems advisable and for the best interests 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 Licensees to be kept and performed, and for other valuable considerations, the City hereby grants to the Licensees the right, privilege and license to place upon the city streets and places of The City of San Diego approved benches, with advertising space thereon, subject to the following conditions:

First. It is hereby agreed that the locations of said benches shall be subject to the designation thereof by the City Manager of The City of San Diego, and changes thereof shall be subject to the direction and control of said City Manager; and that all said locations or street intersections shall be used only for such benches that are made and placed there by the Licensees during the life of this contract.

Second. That the term of this agreement be for a period of two (2) years, with option of renewal for a further period of two years, conditioned upon faithful performance of the terms of this contract.

Third. That the Licensees may use said benches 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 City Manager of The City of San Diego.

Fourth. Said Licensees shall at all times keep and maintain each and all of said benches in a good state of repair and in a neat, clean and sanitary condition and to the satisfaction of the said City Manager.

Fifth. It is agreed that said Licensees in consideration of the right to place and maintain said benches will pay to The City of San Diego a sum equal to One Dollar (\$1.00) per bench per month so long as advertising matter shall be displayed thereon, payable monthly; and to file with the City Manager a list of locations where said benches are placed.

Sixth. Licensees ^{further} agree to manufacture said benches in The City of San Diego, and to employ only bona fide residents of The City of San Diego in the conduct of said business.

Seventh. Licensees further agree to furnish a good and sufficient bond to The City of San Diego, within thirty (30) days from the date hereof, in the sum of five hundred dollars (\$500.00), to be conditioned upon the faithful performance of this contract.

Eighth. Licensees further agree to erect and maintain no less than fifty (50) benches within six months from date hereof.

Ninth. Licensees further agree that the design and construction of said benches shall be subject to the approval of the City Manager.

Tenth. It is further agreed by and between the parties hereto that for breach of the covenants herein contained this contract shall be subject to termination by The City of San Diego, at such time as the Council of said City shall determine by resolution.

Eleventh. Licensees further agree not to sell, assign, transfer, or dispose of, any interest contained herein, or to sell, assign, or otherwise dispose of, any of the benches placed upon the city streets of The City of San Diego, without first obtaining consent of the City Manager of said City.

Twelfth. Licensees further agree to file with the City Manager an insurance policy in any company authorized to do business in the State of California, said policy of insurance to inure to and be to the benefit of The City of San Diego, and shall indemnify The City of San Diego for any loss, damage or liability suffered by The City of San Diego by reason of the existence of said benches in or upon the public streets, and/or the operation and maintenance of said benches. Said policy of insurance shall indemnify The City of San Diego in the sum of ten thousand dollars (\$10,000.00) against loss or liability arising from the injury or death of one person, and shall indemnify The City of San Diego in the sum of twenty thousand dollars (\$20,000.00) against loss or liability arising from the injury or death of two or more persons in any one accident. Said policy of insurance shall be in operation and effect within thirty (30) days from the date hereof, and at all times thereafter during the life of this agreement, and this agreement shall be suspended during any period of time that said policy of insurance is not so in effect.

IN WITNESS WHEREOF, a majority of the members of the Council of said City, under and pursuant to Resolution No. 62491, have hereunto subscribed their names as and for the act of said City, and said Licensees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By GEORGE E. L. BUCK, City Manager

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

A. W. BENNETT
 WILL H. CAMERON
 RUTHERFORD B. IRONES
 DAN ROSSI
 R. I. SCOLLIN
 A. S. DAVIS
 HARRY WARBURTON
 Members of the Council

I hereby approve the form of the foregoing Contract this 2nd day of January, 1935.

J. M. TAYLOR
 GEORGE M. PEACE, LICENSEES
 C. L. BYERS, City Attorney
 By ALVIN B. BARANOV, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with J. M. Taylor and Geo. M. Peace, being Document No. 290588.

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

LEASE

THIS INDENTURE, made in duplicate this 18th day of December, 1934, between H. E. RHOADS and F. J. HARTMAN, hereinafter called the Lessors, parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the parties of the first part, as Lessors, do hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take as Lessee those certain premises known and described as 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, 1935, and terminating on the 1st day of January, 1936.

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 Lessors, their representatives and assigns, fully to observe, keep and perform:

1. Said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than Police Headquarters, 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.

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 Lessors within sixty (60) days from the date of injury, this lease may be terminated by either party; and 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 Lessors, 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 Lessors shall, at their own charge and expense keep the walls, roof and exterior portions of said premises in good repair; but that said Lessors shall not be required to make any repairs 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 Lessors may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

7. That the Lessee shall, at the termination of this lease, surrender the premises to the Lessors in as good condition as reasonable and proper use thereof shall permit, damage by the elements alone excepted.

8. That the said Lessors 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 Council of The City of San Diego have hereunto subscribed their names as and for the act of said City, this 18th day of December, 1934.

H. E. RHOADS
 F. J. HARTMAN, Lessors

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

THE CITY OF SAN DIEGO
 By RUTHERFORD B. IRONES
 A. W. BENNETT
 WILL H. CAMERON
 A. S. DAVIS
 HARRY WARBURTON
 DAN ROSSI
 R. I. SCOLLIN
 Members of the Council,
 Lessee

I HEREBY APPROVE the form of the foregoing Lease this 18th day of December, 1934.

C. L. BYERS, City Attorney
By ALVIN B. BARANOV, 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, as Lessors; being Document No. 290733.

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

AGREEMENT WAIVING DAMAGES

THIS AGREEMENT, executed on the 7th day of January, 1935, by and between GEORGE L. BUCK, as City Manager, for and on behalf of The City of San Diego, the RIVERVIEW FARMS MUTUAL WATER COMPANY, and the SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY, parties of the first part, and the LAKESIDE UNION SCHOOL BOARD, for and on behalf of the Lakeside Union School District of the County of San Diego, party of the second part, WITNESSETH:

WHEREAS, the party of the second part is desirous of improving Lots 65 and 66, of Riverview Farms, under an SERA project, so as to provide adequate drainage for the school grounds; and

WHEREAS, the State Division of Highways Engineer has advised that it is deemed necessary to construct a thirty-six inch culvert under the State Highway, at the northwest corner of Lot 65, Riverview Farms, provided permission can be secured from the land owners between the highway and the San Diego River; and

WHEREAS, between the point of construction of said culvert and the San Diego River property of The City of San Diego, the Riverview Farms Mutual Water Company and the San Diego and Arizona Eastern Railway Company will be affected by the probable unusual discharge of water from the construction of such culvert; and

WHEREAS, the Lakeside Union School Board has requested that waiver of damages be executed by the interested parties; NOW, THEREFORE, THIS AGREEMENT:

The Lakeside Union School Board, for and on behalf of the Lakeside Union School District, hereby agrees within 180 days from the execution of this agreement to complete the improvement of Lots 65 and 66, of Riverview Farms, so as to provide adequate drainage for the school grounds, including therein as a part of said improvement the construction of a thirty-six inch culvert under the State Highway at the northwest corner of Lot 65, Riverview Farms, all of which is to be accomplished as an SERA project, and subject to the supervision of the State Division of Highways Engineer.

In the event that said improvement is completed on or before the 1st day of May, 1935, the parties of the first part hereby agree that no claims for damages that may occur to their property solely by reason of the construction of a thirty-six inch culvert under the State Highway at the northwest corner of Lot 65, Riverview Farms, will be made against said Lakeside Union School District.

It is agreed that any damage to the property of the parties of the first part resulting from unusual discharge of flood waters accumulated and discharged through the said thirty-six inch culvert shall be waived by the parties of the first part, and no claim therefor will ever be made against the said party of the second part.

IN WITNESS WHEREOF, the said George L. Buck, as City Manager, has hereunto subscribed his name, for and on behalf of The City of San Diego, and the Riverview Farms Mutual Water Company, the San Diego and Arizona Eastern Railway Company and the Lakeside Union School Board have caused this instrument to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, the day and year in this agreement first above written.

ATTEST:
HARRY E. SMITH

GEORGE L. BUCK, City Manager
RIVERVIEW FARMS MUTUAL WATER
COMPANY
By WILLIAM R. CHARLES

APPROVED:
J. R. LOWE
Supt. and Engineer Maintenance of Way
ATTEST:
E. W. ABENDROTH

SAN DIEGO AND ARIZONA EASTERN
RAILWAY COMPANY
By F. L. ANNABLE
Parties of the First Part

RALPH E. FOSTER
JOHN B. WILKINSON, JR.
IRA M. CONDON
H. OTTO MARCKS
Members of the Lakeside Union
School Board
Party of the Second Part

I hereby approve the form of the foregoing Agreement, this 7th day of January, 1935.

APPROVED AS TO FORM
READ G. DILWORTH, General Counsel

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Agreement with Riverview Farms Mutual Water Company, San Diego and Arizona Eastern Railway Company and Lakeside Union School Board, being Document No. 290939.

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

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT
OF TIDELAND LEASE

WHEREAS, on the 5th day of August, 1927, The City of San Diego as Lessor entered into a lease with Henry Daubert as Lessee, said lease being contained in Document No. 219058 on file in the office of the City Clerk of said City, for certain tidelands on the Bay of San Diego, in The City of San Diego, County of San Diego, State of California; and

WHEREAS, the Common Council of The City of San Diego, by Ordinance No. 12921, entitled "An ordinance authorizing the transfer by Henry Daubert to J. Van Houten of the lease owned by said Henry Daubert of a certain portion of the tidelands of the Bay of San Diego", authorized said Henry Daubert to transfer said lease and his rights thereunder to J. Van Houten; NOW, THEREFORE,

Henry Daubert does hereby sell, assign and transfer to J. Van Houten all of his right, title and interest in and to said lease and any rights which he may have acquired thereunder.

Said J. Van Houten does hereby accept said Assignment of Lease and hereby undertakes and agrees to assume all of the obligations heretofore assumed by said Henry Daubert as Lessee of said lease, except such modifications as are set forth in said ordinance of consent to this assignment, and further agrees that this acceptance shall operate as an acceptance of the terms and conditions of said Ordinance No. 12921.

Dated this 18 day of August, 1930.

J. VAN HOUTEN

WITNESS:
W. LEEPER

HOLLAND HOTEL
SAN DIEGO, CALIFORNIA
June 4th
1930

Mr. Jos. W. Brennan
Port of San Diego
San Diego, California.

Dear Sir: - This will serve as your authority to transfer to Mr. J. Van Houten of Raton New Mexico the lease on the strip of land adjoining Block 280 Middletown Addition of the City of San Diego, dated August 5th 1927 formerly made out in my name.

Yours very truly
HENRY DAUBERT

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of Tideland Lease from Henry Daubert to J. Van Houten, being Document No. 260041.

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

UNDERTAKING FOR STREET LIGHTING.
LA PLAYA 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 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 21st day of December, 1934.

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, 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 W. F. RABER

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
BY PAUL WOLCOTT
Resident Vice-President

(SEAL) ATTEST:
E. L. TOLSON
Resident Assistant Secretary.

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

On this 21st day of December, in the year nineteen hundred thirty-four, 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 E. L. Tolson, 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 10 day of January, 1935.

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. 62342 passed and adopted on the 27th day of November, 1934, 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 15th day of January, 1934, 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; and

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, 1934, to-wit, to and including November 24, 1935.

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 31, 1934 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 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.

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 RUTHERFORD B. IRONES
A. W. BENNETT
WILL H. CAMERON
A. S. DAVIS
HARRY WARBURTON
R. I. SCOLLIN
DAN ROSSI
Members of the Council.

I hereby approve the form of the foregoing Contract, this 10 day of January, 1935.

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 for La Playa Lighting District #1 with the San Diego Consolidated Gas & Electric Company. Being Document No. 290951.

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

RELEASE OF CLAIMS

WHEREAS, heretofore, on, to-wit, the 23rd day of April, 1932, the undersigned entered into and executed a certain contract with the City of San Diego, California, a municipal corporation, whereby the undersigned, as Contractor, for the consideration therein set forth, agreed to build, erect and construct for the defendant a certain public work commonly known and referred to as the El Capitan Reservoir Dam, Spillway and Outlet Works; that a true copy of said contract is on file in the office of the City Clerk of said City of San Diego, marked Document No. 275788; and

WHEREAS, said work has been completed to the satisfaction of the Hydraulic Engineer in charge thereof on behalf of said City, and said work has been accepted on behalf of said City of San Diego, by its Council, such acceptance being evidenced by resolution of said Council, dated December 4, 1934, numbered 62379; and

WHEREAS, under the terms of said contract (Document No. 275788) and particularly under the provisions of Specification No. 50 thereof, it is provided as follows:

"50. PROGRESS ESTIMATES AND PAYMENTS.- At the end of each calendar month the engineer will make an estimate of the amount earned to that date, under the terms of the contract, for completed work, classified and computed on the basis of the items and unit prices named in the contract. To the estimate made as above set forth will be added the amounts earned for extra work to the date of the progress estimate. From the total thus computed a deduction of twenty-five per cent will be made, and from the remainder a further deduction will be made of all amounts due to the City of San Diego from the contractor for supplies or materials furnished or services rendered and any other amounts that may be due to the City 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 deducted as above set forth shall not become due and payable until the completion of the work to the satisfaction of the Engineer and its acceptance by the City of San Diego, and until release shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title 4, Part 3 of the Code of Civil Procedure of the State of California. In case of suspension of the contract, the said twenty-five per cent shall be and become the sole and absolute property of the City of San Diego to the extent necessary to repay to the City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the engineer and when a release of all claims against the City of San Diego, under or by virtue of the contract, shall have been executed by the contractor, and when five 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." and

WHEREAS, the contractor has assigned unto Security-First National Bank of Los Angeles, California, all moneys due, or to become due, said contractor under or by virtue of said contract; and

WHEREAS, said City of San Diego and its Hydraulic Engineer has prepared and filed, or is about to file, the final estimate as provided for in said Paragraph 50 of said contract, which said final estimate (inclusive of amounts heretofore deducted from prior estimates) is in the sum of \$683,303.92;

NOW, THEREFORE, in consideration of the payment to said contractor of said sum of \$683,303.92, and in consideration of the payment heretofore of various progress estimates heretofore approved and filed by the Hydraulic Engineer of said City under the terms of said contract, and in further consideration of the acceptance of said work and the payment therefor;

The undersigned, H. W. ROHL and T. E. CONNOLLY, Contractors under said contract (Document No. 275788, and their said assignee, Security-First National Bank of Los Angeles, hereby release said City of San Diego, and any and all officers, agents or employees of said City, from all claims or demands accrued and now existing, or hereafter arising under or by virtue of the terms, or any one or more thereof, either express or implied, of that certain contract dated April 23, 1932, between the City of San Diego, a municipal corporation, and H. W. Rohl and T. E. Connolly, for the construction, erection, completion and installation of the El Capitan Reservoir Dam, Spillway and Outlet Works, a copy of which is on file in the office of the City Clerk of said City marked Document 275788.

Dated this 11th day of January, 1935.

H. W. ROHL
T. E. CONNOLLY

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES
By C. A. RUDE, V.P.
By RANDALL BOYD, Asst. Sec.

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

On this 11th day of January, A.D. Nineteen Hundred and Thirty-five, before me Marian A. Martin a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. W. ROHL and T. E. CONNOLLY, 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 in said county the day and year in this certificate first above written.

MARIAN A. MARTIN

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

(SEAL)

My Commission Expires,
June 12, 1936.

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

On this 11th day of January, A.D. Nineteen Hundred and Thirty-five, before me Marian A. Martin a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared C. A. Rude known to me to be the Vice President and Randall Boyd known to me to be the Assistant Secretary of the SECURITY-FIRST NATIONAL BANK OF LOS ANGELES 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 in said county the day and year in this certificate first above written.

MARIAN A. MARTIN

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

(SEAL)

My Commission Expires,
June 12, 1936.

I hereby approve the form of the within Release of Claims this 12 day of January, 1935.

GILMORE TILLMAN
Asst. City Attorney
By T. B. COSGROVE
Special Counsel.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release of Claims by Rohl and Connolly a/c El Capitan Dam Contract to the City of San Diego, California. Being Document No. 290980.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By *August M. Hadstrom* Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That H. W. ROHL and T. E. CONNOLLY, as principal, and GLENS FALLS INDEMNITY COMPANY, a corporation, created, organized and existing under and by virtue of the laws of the State of New York, and authorized to transact a surety business in the State of California, as surety, hereby acknowledge themselves bound in the full sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) lawful money of the United States of America, unto the City of San Diego, a municipal corporation, County of San Diego, State of California, and unto the Mayor and the members of the Council of said City, and unto the Auditor and Comptroller of said City, and each and all, both in his and their official and individual capacities, all herein designated as the obligees of this bond, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this 12th day of January, 1935.

The condition of this obligation is such that:

WHEREAS, H. W. ROHL and T. E. CONNOLLY heretofore entered into a contract with the City of San Diego for the construction of El Capitan Reservoir Dam, Spillway and Outlet Works in the County of San Diego, being Document No. 275788 in the office of the City Clerk of said City, and

WHEREAS, said contract in Article VI thereof provides in part as follows:

"ARTICLE VI. 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 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 Employment Act of the State of California (Statutes 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." and

WHEREAS, said contract in Article VII thereof provides in part as follows:
"ARTICLE VII. 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 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 the following specified rate for any work done under this contract by the contractor, or by any subcontractor." and
WHEREAS, the State Labor Commissioner of the State of California did, on or about the 19th day of February, 1934, file with said City of San Diego certain affidavits of the following persons, to-wit: Frant Arnett, Jack Bolger, Warran Galyean, H. R. Griffin, Fred Hackney, Nelson B. Hazeltine, Jack E. Hamilton, James Hansen, L. B. Hayward, Charles S. Heintzen, Louis Herman, Clarence D. Law, Roland Law, G. F. MacKenzie, Claude L. Morris, R. J. Murray, Charles Olah, and Floyd Wroten, charging that said H.W. Rohl and T. E. Connolly in the performance of said contract had violated Article XII of the City Charter of the City of San Diego, the California State Eight Hour Law on Public Works, the Prevailing Wage Law, and Article VI and Article VII of said contract, for which alleged violations it is claimed by said State Labor Commissioner that penalties should be inflicted by said City and moneys withheld by said City in the sum of \$22,160.00 from the moneys due said contractors under said contract, and

WHEREAS, said contractors dispute the correctness and validity of each and every of said claims, and contend that they have not violated any of the provisions of said Article XII of the City Charter of the City of San Diego, or of the Prevailing Wage Law, or of the Eight Hour Labor Law, or of Article VI or Article VII of said contract, and

WHEREAS, none of said claims have been adjudicated, either as to the amounts claimed, or as to the claimed violations of said labor laws, or said Article VI or Article VII of said contract, and the City of San Diego, not being informed as to the validity of said claims, has consented to permit said contractors to file this bond in lieu of withholding any moneys due said H. W. Rohl and T. E. Connolly under the terms of said Article VI and Article VII of said contract, and

WHEREAS, said contractors have delivered to said City a bond, under Section 1184d of the Code of Civil Procedure, for the purpose of releasing the moneys withheld by said City on account of the moneys claimed to be due the laborers as set forth in the affidavits of the above mentioned claimants filed by the State Labor Commissioner as aforesaid;

NOW, THEREFORE, if the above named principal shall pay to the City of San Diego the penalties provided for in said Article XII of the City Charter of the City of San Diego, said Eight Hour Law, said Prevailing Wage Law, and said Articles VI and VII of said contract, for each violation of said Article XII of said City Charter, said Eight Hour Law, said Prevailing Wage Law, and said Articles VI and VII of said contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year hereinabove written.

H.W.ROHL AND T.E.CONNOLLY,Principal
By T. E. CONNOLLY
Attorney in fact.

GLENS FALLS INDEMNITY COMPANY,Surety
By W. JOHN PEDRONCELLI, Attorney

(SEAL)

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

On this 12th day of January, in the year One Thousand Nine Hundred and thirty five before me, Edith G. Benjamin, a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared W. John Pedroncelli, 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.

EDITH G. BENJAMIN

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

(SEAL)

My Commission Expires,
Nov. 23- 1937.

I hereby approve the form of the within Bond, this 12th day of January, 1935.
GILMORE GILLMAN,Asst.City Attorney
T. B. COSGROVE,Special Counsel.

Approved by a majority of the members of the Council of the City of San Diego, California, this 15th day of January, 1935.

(SEAL) ATTEST:

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

RUTHERFORD B. IRONES
A. W. BENNETT
WILL H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bond of Rohl and Connolly re: Labor Claims a/c El Capitan Dam Construction. Being Document No. 290981.

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

BOND TO RELEASE MONEY WITHHELD ON CLAIM
(Section 1184d Code of Civil Procedure)

KNOW ALL MEN BY THESE PRESENTS: That H. W. ROHL and T. E. CONNOLLY, as Principal, and GLENS FALLS INDEMNITY COMPANY, a corporation, created, organized and existing under and by virtue of the laws of the State of New York, and authorized to transact a surety business in the State of California, as surety, hereby acknowledge themselves bound in the full sum of FOUR THOUSAND and NO/100 DOLLARS (\$4000.00) lawful money of the United States of America, unto the City of San Diego, a municipal corporation, unto the Mayor and members of the Common Council of said City, and unto the Auditor and Comptroller of said City, each and all, both in his and their official and individual capacities, and to the claimants hereinafter named, all herein designated as the obligees of this bond, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Dated this 11th day of January, 1935.

THE Condition of this obligation is such that:

WHEREAS, said H. W. ROHL and T. E. CONNOLLY heretofore entered into a contract with the City of San Diego for the construction of the El Capitan Reservoir Dam, Spillway and Outlet Works in the County of San Diego, State of California, said contract being Document No. 275788, in the office of the City Clerk of said City, and

WHEREAS, Frank Arnett, Jack Bolger, Warran Galyean, H. R. Griffin (claim assigned to Labor Commissioner of the State of California), Fred Hackney, Nelson B. Hazeltine, Jack E. Hamilton, James Hansen, L. B. Hayward, Charles S. Heintzen, Louis Herman, Clarence D. Law, Roland Law, G. F. MacKenzie, Claude L. Morris, R. J. Murray, Charles Olak, Floyd Wroten and S. W. Lawrence, have heretofore filed or caused to be filed claims with said City of San Diego for labor claimed to have been performed in connection with said contract, and

WHEREAS, the above named principal disputes the correctness and validity of each and every of said claims so filed, and has requested said City of San Diego to permit said contractor to whom said contract was awarded to deliver to said City of San Diego a bond, executed by a corporation authorized to issue surety bonds in the State of California, in a penal sum equal to one and one quarter times the amount of said claims, and upon the delivery of said bond to said City of San Diego that the moneys withheld on account of said claims may be released to said contractor, and said City of San Diego has consented to permit said contractor to file said bond, and thereupon to release the moneys so withheld on account of said claims,

NOW, THEREFORE, if the above named principal shall fully protect and defend the obligees herein, and each of them, against any loss by reason of or arising out of the acceptance of this bond, or the release of said moneys, or the payment thereof to said contractor, and shall pay any sum which said claimants may recover on said claims, together with the costs of suit in said actions, not exceeding the penal sum of this bond, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

This bond is given and accepted under and in accordance with the provisions of Section 1184d of the Code of Civil Procedure of the State of California and under and in accordance with the provisions of Section 2 of an act entitled "An act to secure the payment of claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain officers with respect thereto," approved May 10, 1919, as amended.

IN WITNESS WHEREOF, We have hereunto set our hands and seals the day and year hereinbefore written.

H. W. HOHL
T. E. CONNOLLY
Principal.

GLENS FALLS INDEMNITY COMPANY, Surety
HARRY LEONARD, Attorney.

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

On this 11th day of January, in the year One Thousand Nine Hundred and thirty five before me, Dorothy E. Rutherford a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared HARRY LEONARD, 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 Los Angeles the day and year in this certificate first above written.

DOROTHY E. RUTHERFORD

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

(SEAL)
My Commission Expires,
May 15, 1937.

I hereby approve the form of the within bond - Jan. 12, 1935.

GILMORE TILLMAN
Asst. City Atty.
T. B. COSGROVE
Special Counsel

Approved by a majority of the members of the Council of the City of San Diego, California, this 15th day of January, 1935.

RUTHERFORD B. IRONES
A. W. BENNETT
WILL H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. IL SCOLLIN
Members of the 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 Bond of Rohl and Connolly to release money withheld on claim. Being Document No. 290982.

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

RELEASE OF CLAIMS

WHEREAS, heretofore, on, to-wit, the 23rd day of April, 1934, the undersigned entered into and executed a certain contract with the City of San Diego, California, a municipal corporation, whereby the undersigned, as Contractor, for the consideration therein set forth, agreed to build, erect and construct for the defendant a certain public work commonly known and referred to as the El Capitan Reservoir Dam Spillway Extension. That a true copy of said contract is on file in the office of the City Clerk of said City of San Diego, marked Document No. 287765; and

WHEREAS, said work has been completed to the satisfaction of the Hydraulic Engineer in charge thereof on behalf of said City, and said work has been accepted on behalf of said City of San Diego by its Council, such acceptance being evidenced by resolution of said Council, dated December 4, 1934, numbered 62381; and

WHEREAS, under the terms of said contract (Document No. 287765), and particularly under the provisions of Specification No. 49 thereof, it is provided, among other things, that following the acceptance of said work by the City of San Diego and the completion thereof to the satisfaction of the Hydraulic Engineer of said City and the filing of a release by the Contractor of all claims against The City of San Diego under or by virtue of said contract, and the expiration of time within which liens may be filed, final payment shall be made to said Contractor of all moneys due said Contractor, including the percentage withheld, or such portion thereof as may be due the Contractor, all as provided in said contract, and in particular Section 49 thereof;

NOW, THEREFORE, in consideration of the payments heretofore made to said Contractor, and further in consideration of payment to said Contractor at the date hereof of the sum of Forty-nine thousand five hundred nine and 17/100 dollars (\$49,509.17), acknowledged by said Contractor to be the total amount due under the terms of said contract, and in further consideration of the acceptance of said work and the payment thereof as hereinbefore specified, the undersigned F. M. BODENHAMER, an individual, doing business as BODENHAMER CONSTRUCTION CO., Contractor under said contract (Document No. 287765), hereby releases said The City of San Diego, and any and all officers, agents or employees of said City, from all claims or demands accrued and now existing, or hereafter arising under or by virtue of the terms, or any one or more thereof, either expressed or implied, of that certain contract dated April 23, 1934, between The City of San Diego, California, a municipal corporation, and F. M. Bodenhamer, an individual, doing business as Bodenhamer Construction Co., for the construction, erection, completion and installation of the El Capitan Reservoir Dam Spillway Extension, copy of which is on file in the office of the City Clerk of said City, marked Document No. 287765.

Dated at San Diego, California, this 12 day of January, 1935.
F. M. BODENHAMER,
an individual, doing business as
BODENHAMER CONSTRUCTION CO.
By F. M. BODENHAMER

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

On this 12th day of January, A.D. Nineteen hundred and thirty-five, before me, James J. Breckenridge, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. M. BODENHAMER, 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.

JAMES J. BRECKENRIDGE
Notary Public in and for the County of San Diego,
State of California.
(SEAL)

I hereby approve the form of the within Release of Claims, this 12 day of January, 1935.

C. L. BYERS, City Attorney
By GILMORE TILLMAN
Assistant City Attorney
T. B. COSGROVE
Special Counsel

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release of Claims of Bodenhamer Construction Co. a/c El Capitan Reservoir Dam Spillway Extension. Being Document No. 290983.

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

AGREEMENT FOR RESCISSION

THIS AGREEMENT, entered into this 22d day of January, 1935, by and between THE CITY OF SAN DIEGO, Lessor, and A. M. FLOERSCH, doing business as FLOERSCH DAIRIES, Lessee, WITNESSETH:

WHEREAS, the parties hereto did heretofore on the 29th day of January, 1934, mutually enter into a certain lease on file in the office of the City Clerk of The City of San Diego, under Document No. 286705; and

WHEREAS, it now appears that the best interests of The City of San Diego and of the said A. M. Floersch, doing business as Floersch Dairies, will be served by a mutual rescission and cancellation of said lease; WITNESSETH:

That the said parties, in consideration of the mutual covenants herein contained, do hereby covenant and agree one with the other that said lease be, and the same is hereby mutually rescinded, cancelled and annulled.

IN WITNESS WHEREOF, this Agreement for Rescission is executed by The City of San Diego, acting by and through a majority of the members of the Council of said City, and said Lessee has hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
A. W. BENNETT
WILL H. CAMERON
R. L. SCOLLIN
DAN ROSSI, Members of the Council
A. M. FLOERSCH
Doing business as FLOERSCH
DAIRIES, Lessee

I hereby approve the form of the foregoing Agreement for Rescission this 17 day of January, 1935.

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 Agreement for Rescission of Lease with A. M. Floersch, being Document No. 291040.

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

CONSENT TO ASSIGNMENT

WHEREAS, it being required by that certain contract entered into by and between The City of San Diego and James M. Taylor and George M. Peace that the City Manager consent to any assignment or transfer of any interest of the parties therein;

WHEREAS, said James M. Taylor and George M. Peace desire to assign a one-third interest in and to said contract to B. M. Torgerson, of 2365 Thirtieth Street, in the City of San Diego; NOW, THEREFORE,

I, George L. Buck, City Manager of the City of San Diego, do hereby consent to said assignment.

Dated this 23rd day of January, 1935.

GEORGE L. BUCK, City Manager.

I hereby approve the form of the foregoing Consent to Assignment this 24th day of January, 1935.

C. L. BYERS, City Attorney
By ALVIN B. BARANOV, Deputy City
Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Consent to Assignment of portion of interest in contract, by James M. Taylor & George M. Peace, to B. M. Torgerson, being Document No. 291166.

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 5th day of February, 1935, 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 the City Manager of said City, under and by virtue of the authority conferred by Ordinance No. 590 (New Series) of the ordinances of said City, authorizing the execution of this lease, and DAVID D. LINGEL, 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:

A portion of Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, particularly described as follows:

That certain tract or parcel of land within Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, California, bounded on the easterly side by the westerly line of Rose Canyon Highway, on the westerly side by the easterly line of Torrey Pines Road, and on the southerly side by the northerly line of Miramar Road; (excepting all improvements now existing on said land); (subject to restrictions and conditions of record);

for a term of ten (10) years, beginning on the first day of March, 1935, to and including the 28th day of February, 1945, at the following rentals, to-wit:

One hundred dollars (\$100.00) per month for the first five (5) years of the term of this lease; and one hundred twenty-five dollars (\$125.00) per month for the second five (5) years of the term of this lease; said rental to be payable in advance on the first day of each and every month during said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of the maintenance and operation thereon of a gas and oil service station, garage and lunch stand, and for no other purpose or purposes.

It is further agreed that said Lessee shall have the right to construct such improvements on said land as may be necessary for the maintenance and operation of the business hereinabove described; and it is further agreed that all improvements placed upon the land during the term of this lease, excepting trees, shrubbery, etc., may be removed by said Lessee, at his own cost and expense, at the expiration of this lease.

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

And it is further agreed that if said land is used for any other purpose than as herein specified, or if any rent shall be due and unpaid, or any default shall be made in any of the covenants herein contained, then it shall be lawful for the said City to re-enter said premises and remove all persons therefrom.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent, in the manner hereinabove provided, and to perform the covenants herein contained, and at the expiration of said term the said Lessee will peaceably and quietly surrender the possession of said premises, to The City of San Diego, in as good state and condition as reasonable use thereof will permit.

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

IN WITNESS WHEREOF, the City Manager of said City has hereunto subscribed his name, for and on behalf of said City, and the said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager

DAVID D. LINGEL, Lessee

I hereby approve the form of the foregoing Lease, this 29 day of January, 1935
C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with David D. Lingel, being Document No. 291259.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Kautstrom 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 29th day of January, 1935.

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, 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:
E. L. TOLSON, 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 29th day of January, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 January, 1935.

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. 62488 passed and adopted on the 2nd day of January, 1935, 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 5th day of February, 1935, 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, 1935, to-wit, to and including December 31, 1935.

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 October 17, 1934 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 Fifty-one and 53/100 Dollars (\$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

THE CITY OF SAN DIEGO
By A. W. BENNETT
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
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 31 day of January, 1935.

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 Contract, for Eighth Avenue Lighting District No. 1, being Document No. 291287.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By *August M. [Signature]* Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 5th day of February, 1935, 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 City Manager, as Lessor, and A. E. WILLIAMS, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain dwelling house located on Lot A, Block 220, Horton's Addition, in the City of San Diego, State of California, known as 1769 Front Street, for a term of two (2) years, beginning on the 5th day of February, 1935 and ending on the 4th day of February, 1937, at the following rentals: Seventy Dollars (\$70.00) upon the execution of this lease, to be in payment of the first and last month of the term granted hereunder; Thirty-five Dollars (\$35.00) per month thereafter, payable in advance on the 5th day of each month during said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform.

(1) That the above described premises are leased to said lessee for residential purposes only, and for no other purpose of purposes.

(2) That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, without the consent in writing of the Council of said City.

(3) 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.

(4) The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same; 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.

(5) That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuance of this lease, and shall at the expiration 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.

(6) 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.

IN WITNESS WHEREOF, said City Manager has hereunto subscribed his name as and for the act of said City, and the lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By GEORGE L. BUCK, City Manager

A. E. WILLIAMS, Lessee

I hereby approve the form of the foregoing Lease this 29th day of January, 1935.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Lease, with A. E. Williams, being Document No. 291351.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, W. J. BAILEY CO., a corporation, as principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are 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 seventy-one dollars (\$171.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 4th day of February, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 4th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

132 barrels of Portland cement;
4,666 lbs. reinforcing steel, 1/2" round
3,333 lbs. reinforcing steel, 1/4" round
2,166 lbs. reinforcing steel, 1/2" square;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 4th day of February, 1935.

(SEAL) W. J. BAILEY CO., Principal
By HANS F. HIRTE, Secty.
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK,
Surety
(SEAL) By DONALD B. GOLDSMITH, Attorney

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

On this 4th day of February in the year One Thousand Nine Hundred and thirty-five before me Helen C. Wallace, a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the Attorney of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and

acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

(SEAL)

My commission expires

March 12, 1938.

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

I hereby approve the form of the within Bond, this 5th day of February, 1935.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 5th day of February, 1935.

SEAL

ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

A. W. BENNETT

HARRY WARBURTON

DAN ROSSI

R. I. SCOLLIN

Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and W. J. BAILEY 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

132 barrels of Portland cement;

in accordance with Standard specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153. Said cement shall be State tested before shipment.

4,666 lbs. reinforcing steel, 1/2" round

3,333 lbs. reinforcing steel, 1/4" round

2,166 lbs. reinforcing steel, 1/2" square;

in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, being Document No. 275153.

Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

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

132 barrels of Portland cement, at \$2.76 per barrel;

plus California State Sales Tax

4,666 lbs. reinforcing steel, 1/2" round, \$2.75 per cwt.

3,333 lbs. reinforcing steel, 1/4" round, \$3.55 per cwt.

2,166 lbs. reinforcing steel, 1/2" square, \$2.75 per cwt.

Flat charge, \$4.16

Above prices on steel subject to discount of \$1.48

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

132 barrels of Portland cement, at \$2.75 per barrel;

plus California State Sales Tax

4,666 lbs. reinforcing steel, 1/2" round, \$2.75 per cwt.

3,333 lbs. reinforcing steel, 1/4" round, \$3.55 per cwt.

2,166 lbs. reinforcing steel, 1/2" square, \$2.75 per cwt.

Flat charge, \$4.16

Above prices on steel subject to discount of \$1.48

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62603, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

(SEAL)

W. J. BAILEY CO., Contractor
By HANS F. HIRTE, Secretary & Manager

I hereby approve the form of the foregoing contract, this 5th day of February, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with W. J. Bailey Co.; being Document No. 291339.

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, H. G. FENTON MATERIAL COMPANY, a corporation, as principal, and PACIFIC INDEMNITY COMPANY, a body corporate, duly incorporated under the laws of the State of California, and authorized to act as surety under the act of Congress approved August 13, 1894, whose principal office is located in Los Angeles, State of California, a corporation organized and under and by virtue of the laws of the State of _____, 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 thirty-six dollars (\$836.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 4 day of February, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the _____ day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

132 barrels of Portland cement;
148 cubic yards of 1" rock;
1,145 cubic yards of 1-1/2" rock;
4,666 lbs. reinforcing steel, 1/2" round;
3,333 lbs. reinforcing steel, 1/4" round;
2,166 lbs. reinforcing steel, 1/2" square.

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 4 day of Feb., 1935.

(SEAL)

H. G. FENTON MATERIAL COMPANY, Principal
By RODNEY HERMON, Vice Pres.

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

(SEAL)

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

On this 4th day of February in the year one thousand nine hundred and thirty-five, before me, Tula Aaberg, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. D. Spicer, 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 R. D. Spicer 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
June 15, 1936

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

I hereby approve the form of the within Bond, this 5th day of February, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 5th day of February, 1935.

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

A. W. BENNETT
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. G. FENTON MATERIAL COMPANY, a corporation, party of the second part, and hereinafter some-

times 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

132 barrels of Portland cement;
158 cubic yards of 1" rock;
1,145 cubic yards of 1-1/2" rock;
4,666 lbs. reinforcing steel, 1/2" round;
3,333 lbs. reinforcing steel, 1/4" round;
2,166 lbs. reinforcing steel, 1/2" square;

all in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

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

132 barrels of Portland cement, at \$2.76 per barrel,
plus California State Sales Tax.
158 cubic yards of 1" rock, at \$2.275 per cubic yard,
plus California State Sales Tax.
1,145 cubic yards of 1-1/2" rock, at \$1.95 per cubic
yard, plus California State Sales Tax.
4,666 lbs. reinforcing steel, 1/2" round, \$2.75 per cwt.;
3,333 lbs. reinforcing steel, 1/4" round, \$3.55 per cwt.;
2,166 lbs. reinforcing steel, 1/2" square, \$2.75 per cwt.;
Flat charge per order for switching, \$4.16
Above prices on steel subject to dis-
count of \$1.48

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

132 barrels of Portland cement, at \$2.76 per barrel,
plus California State Sales Tax
158 cubic yards of 1" rock, at \$2.275 per cubic yard,
plus California State Sales Tax
1,145 cubic yards of 1-1/2" rock, at \$1.95 per cubic yard,
plus California State Sales Tax
4,666 lbs. reinforcing steel, 1/2" round, \$2.75 per cwt.;
3,333 lbs. reinforcing steel, 1/4" round, \$3.55 per cwt.;
2,166 lbs. reinforcing steel, 1/2" square, \$2.75 per cwt.;
Flat charge per order for switching, \$4.16
Above prices on steel subject to dis-
count of \$1.48

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62600, 62604 and 62497, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

(SEAL)

1935.

I hereby approve the form of the foregoing contract, this 5th day of February,

H. G. FENTON MATL. CO., Contractor
By RODNEY HERMON, Vice Pres.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 H. G. Fenton; being Document No. 291340.

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, AMERICAN CONCRETE & STEEL CO., a corporation, 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 jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven thousand three hundred twenty-five dollars (\$7,325.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 4th day of February, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 4th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

8,360 lin. ft. 4" drain tile, concrete
17,980 lin. ft. 6" drain tile, concrete
745 lin. ft. 18" reinforced concrete pipe
3,980 lin. ft. 24" reinforced concrete pipe
2,540 lin. ft. 30" reinforced concrete pipe
2,778 lin. ft. 36" reinforced concrete pipe

All in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 4th day of February, 1935.

AMERICAN CONCRETE & STEEL PIPE COMPANY, Principal
By B. J. PRIMMER, Dist. Mgr.
FIDELITY & DEPOSIT COMPANY OF MARYLAND, Surety
By DONALD C. BURNHAM, Attorney-in-Fact

(SEAL)

By H. G. MALM, Agent

I hereby approve the form of the within Bond, this 4th day of February, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
AttorneySTATE OF CALIFORNIA) SS.
COUNTY OF SAN DIEGO)

On this 4th day of February, 1935, before me, DEE H. NICHOLLS, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared DONALD C. BURNHAM and H. G. MALM known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My Commission Expires
June 15, 1938.DEE H. NICHOLLS
Notary Public in and for the State of California,
County of San Diego.

Approved by a majority of the members of the Council of The City of San Diego, California, this 5th day of February, 1935.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, DeputyA. W. BENNETT
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part; and hereinafter sometimes designated as the City, and AMERICAN CONCRETE & STEEL PIPE 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

8,360 lin. ft. 4" drain tile, concrete
17,980 lin. ft. 6" drain tile, concrete
745 lin. ft. 18" reinforced concrete pipe
3,980 lin. ft. 24" reinforced concrete pipe
2,540 lin. ft. 30" reinforced concrete pipe
2,778 lin. ft. 36" reinforced concrete pipe

Said reinforced concrete pipe shall conform to State Division of Highways Standard Specifications for standard reinforced concrete pipe, and shall be subject to test by the Division of Highways.

Said drain tile shall conform to City of San Diego Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

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

- 8,360 lin. ft. 4" drain tile, at \$.0675 per ft.
- 17,980 lin. ft. 6" drain tile, at \$.105 per ft.
- 746 lin. ft. 18" reinforced concrete pipe, at \$1.55 per ft.
- 3,980 lin. ft. 24" reinforced concrete pipe, at \$1.95 per ft.
- 2,540 lin. ft. 30" reinforced concrete pipe, at \$3.05 per ft.
- 2,778 lin. ft. 36" reinforced concrete pipe, at \$3.95 per ft.

Plus California State Sales Tax

Above prices, however, subject to 5% discount

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

- 8,360 lin. ft. 4" drain tile, at \$.0675 per ft.
- 17,980 lin. ft. 6" drain tile, at \$.105 per ft.
- 746 lin. ft. 18" reinforced concrete pipe, at \$1.55 per ft.
- 3,980 lin. ft. 24" reinforced concrete pipe, at \$1.95 per ft.
- 2,540 lin. ft. 30" reinforced concrete pipe, at \$3.05 per ft.
- 2,778 lin. ft. 36" reinforced concrete pipe, at \$3.95 per ft.

Plus California State Sales Tax

Above prices, however, subject to 5% discount

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62610, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By A. W. BENNETT
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

AMERICAN CONCRETE & STEEL PIPE CO.
By B. J. PRIMER, Dist. Mgr.

I hereby approve the form of the foregoing Contract this 4th day of February, 1935.
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 American Concrete & Steel Pipe Co.; being Document No. 291332.

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, CANYON ROCK COMPANY, a co-partnership, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are 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 sixty-five dollars (\$665.00), law-money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 5th day of February, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 5th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

158 cubic yards of 1" rock;

1145 cubic yards of 1-1/2" rock;

All in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 5th day of February, 1935.

CANYON ROCK CO., Principal
By V. R. DENNIS

(SEAL)

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

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 5th day of February 1935, 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 5th day of February, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney.

Approved by a majority of the members of the Council of The City of San Diego, California, this 5th day of February, 1935

(SEAL) ATTEST:

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

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1935, by and 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 CANYON ROCK COMPANY, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

158 cubic yards of 1" rock;

1145 cubic yards of 1-1/2" rock;

all in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

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

158 cubic yards of 1" rock, at \$2.275 per cubic yard;

1145 cubic yards of 1-1/2" rock, at \$1.95 per cubic yard;

Plus California State Sales Tax.

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

158 cubic yards of 1" rock, at \$2.275 per cubic yard;

1145 cubic yards of 1-1/2" rock, at \$1.95 per cubic yard;

Plus California State Sales Tax.

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract

price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said materials, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62599, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.
CANYON ROCK CO., Contractor.
By V. R. DENNIS

I hereby approve the form of the foregoing contract, this 5th day of February 1935.

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 Canyon Rock Company; being Document No. 291341.

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 SAN DIEGO BUILDING SUPPLY CO., a corporation, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are 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, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 5th day of February, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 5th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

132 barrels of Portland cement;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 5th day of Feb., 1935.

SAN DIEGO BUILDING SUPPLY CO.,
Principal

(SEAL)

By E. E. ZEISS, Pres

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this 5th day of February 1935, 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 sub-

scribed 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 5th day of February, 1935.
C. T. NEILL
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 5th day of February, 1935.

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

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1935, by and 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 BUILDING SUPPLY 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

132 barrels of Portland cement;
in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said cement shall be State tested before shipment.

Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

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

132 barrels of Portland cement, at \$2.76 per barrel;
Plus California State Sales Tax

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

132 barrels of Portland cement, at \$2.76 per barrel;
Plus California State Sales Tax

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62602, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

(SEAL) SAN DIEGO BUILDING SUPPLY CO., Contractor
By E. E. ZEISS, Pres.
I hereby approve the form of the foregoing contract, this 5th day of February, 1935.
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 Contract, with San Diego Building Supply Co.; being Document No. 291380.
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 SCHIRM COMMERCIAL CO., a company, as principal, and AMERICAN SURETY CO., 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 Ninety-five dollars (\$95.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 5th day of February, 1935.
THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the ___ day of February, 1935, entered into that annexed contract with said The City of San Diego, to furnish and deliver to said City:
132 barrels of Portland cement;
all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 5th day of February, 1935.
(SEAL) J. S. SCHIRM COMMERCIAL CO., Principal
By E. B. MacNAB, Manager

(SEAL) AMERICAN SURETY CO., Surety
By HAL G. HOTCHKISS

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 5th day of February in the year of 1935 before me Augusta Cosgrove, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared Hal G. Hotchkiss known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the American Surety Company of New York, and acknowledge to me that he subscribed the name of the American Surety Company of New York 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 first above written.

(SEAL) AUGUSTA COSGROVE
Notary Public In and for San Diego County
My Commission expires
January 20, 1937

I hereby approve the form of the within Bond, this 5th day of February, 1935
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 5th day of February, 1935.

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

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

CONTRACT
THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1935, by and 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 SCHIRM COMMERCIAL CO., a 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

132 barrels of Portland cement;
in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said cement shall be state tested before shipment.
Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the following prices, to-wit:
132 barrels of Portland cement, at \$2.76 per barrel;
Plus California State Sales Tax.

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 pipe by said City, will pay

said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

132 barrels of Portland cement at \$2.76 per barrel;
Plus California State Sales Tax

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62601, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

(SEAL)

J. S. SCHIRM COMMERCIAL CO.,
Contractor
By E. B. MacNAB, Manager

I hereby approve the form of the foregoing contract, this 5th day of February, 1935.

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 J. S. Schirm Commercial Co.; being Document No. 291381.

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, BARTH FOUNDRY & MACHINE CO., LTD., a corporation as principal, and MARYLAND CASUALTY CO., 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 Thirty-one (31) dollars (\$31.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 5th day of February, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the ___ day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

14 6" x 6" cast iron tees;
2 4" x 6" cast iron tees;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 5th day of Feb., 1935.

(SEAL)

BARTH FOUNDRY & MACH. CO., Ltd.
Principal
By E. F. KENNER, Vice Pres.

(SEAL)

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

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 5th day of February 1935, 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 5th day of February, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 5th day of February, 1935.

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

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1935, by and 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 BARTH FOUNDRY & MACHINE CO., Ltd., 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

14 6" x 6" cast iron tees;

2 4" x 6" cast iron tees;

in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

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

14 6" x 6" cast iron tees, \$105.70

2 4" x 6" cast iron tees, \$ 14.70

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

14 6" x 6" cast iron tees, \$105.70

2 4" x 6" cast iron tees, \$ 14.70

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62595, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

(SEAL)

BARTH FOUNDRY & MACH CO., LTD
Contractor
By E. F. KENNER, Vice Pres.

I hereby approve the form of the foregoing contract, this 5th day of February, 1935.

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 Barth Foundry & Mach. Co., Ltd.; being Document No. 291382.

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, ELMER B. BELT, doing business under name and style of SQUIRES-BELT MATERIAL CO., 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 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, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 4th day of February, 1935.
THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 4th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

132 barrels of Portland cement;
all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 4th day of February, 1935.

SQUIRES-BELT MATERIAL COMPANY
Principal
By ELMER B. BELT, Prop
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety
By DONALD B. GOLDSMITH, Attorney

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 4th day of February in the year One Thousand Nine Hundred and thirty-five 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
March 12, 1938

I hereby approve the form of the within Bond, this 6th day of February, 1935
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 13th day of February, 1935.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

A. S. DAVIS
A. W. BENNETT
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of February, 1935, by and 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 ELMER B. BELT, doing business as SQUIRES-BELT MATERIAL CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

132 barrels of Portland cement;
in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said cement shall be State tested before shipment.

Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

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

132 barrels of Portland cement, at \$2.76 per barrel;

Plus California State Sales Tax.

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums to-wit:

132 barrels of Portland cement, at \$2.76 per barrel;

Plus California State Sales Tax.

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager 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 any excess in the cost of the material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that he will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62605, authorizing such execution, and the 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 A. S. DAVIS

A. W. BENNETT

DAN ROSSI

R. I. SCOLLIN

Members of the Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By AUGUST M. WADSTROM, Deputy

SQUIRES-BELT MATERIAL CO.,

Contractor

By ELMER B. BELT, Prop.

I hereby approve the form of the foregoing contract, this 6th day of February, 1935.

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 Squires-Belt Material Co.; being Document No. 291389.

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, STANDARD IRON WORKS, a corporation, as principal, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred thirty-five dollars (\$435.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 6th day of February, 1935.

THE CONDITIONS OF THE ABOVE and foregoing obligation are such, that whereas, the said principal on the 6th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

4 12" cast iron sleeves
 36 12" x 6" cast iron tees
 2 16" x 4" cast iron tees
 23 16" x 6" cast iron tees
 2 12" x 10" cast iron tees
 1 16" x 12" cast iron tee
 1 16" x 16" cast iron tee
 1 10" x 6" cast iron cross
 1 6" x 4" cast iron wye
 1 10" x 6" cast iron reducer
 2 6" - 30° cast iron bends
 2 6" - 45° cast iron bends
 4 12" - 45° cast iron bends
 1 16" - 90° cast iron bend

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 6th day of February, 1935.

(SEAL) STANDARD IRON WORKS, Principal

(SEAL) By CHARLES A. WINSBY, Pres.
 GREAT AMERICAN INDEMNITY COMPANY, Surety
 By L. DOSTER
 By E. K. JAMES, Attorneys-in-fact

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) ss.

On this 6th day of February in the year one thousand nine hundred and thirty five, before me, R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

My Commission will Expire 1-12-38

(SEAL)

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

I HEREBY APPROVE the form of the within Bond, this 7th day of February, 1935.

C. L. BYERS, City Attorney
 By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 13th day of February, 1935.

(SEAL)

ALLEN H. WRIGHT, City Clerk
 By AUGUST M. WADSTROM, Deputy

A. S. DAVIS
 A. W. BENNETT
 DAN ROSSI
 R. I. SCOLLIN
 Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of February, 1935, by and 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 STANDARD IRON WORKS, 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in the City of San Diego, as designated by the Director of Public Works of said City:

4 12" cast iron sleeves
 36 12" x 6" cast iron tees
 2 16" x 4" cast iron tees
 23 16" x 6" cast iron tees
 2 12" x 10" cast iron tees
 1 16" x 12" cast iron tee
 1 16" x 16" cast iron tee
 1 10" x 6" cast iron cross
 1 6" x 4" cast iron wye
 1 10" x 6" cast iron reducer
 2 6" - 30° cast iron bends
 2 6" - 45° cast iron bends
 4 12" - 45° cast iron bends
 1 16" - 90° cast iron bends

all in accordance with Standard Specifications, Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said contractor agrees to furnish and deliver said material hereinabove described within 120 days from and after the date of the execution of this contract.

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

4	12" cast iron sleeves,	\$ 28.89
36	12" x 6" cast iron tees	684.45
2	16" x 4" cast iron tees	63.09
23	16" x 6" cast iron tees	743.66
2	12" x 10" cast iron tees	40.77
1	16" x 12" cast iron tee	35.74
1	16" x 16" cast iron tee	40.21
1	10" x 6" cast iron cross	16.85
1	6" x 4" cast iron wye	6.60
1	10" x 6" cast iron reducer	7.02
2	6" - 30° cast iron bends	8.72
2	6" - 45° cast iron bends	8.72
4	12" - 45° cast iron bends	44.02
1	16" - 90° cast iron bend	31.13

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums to-wit:

4	12" cast iron sleeves,	\$ 28.89
36	12" x 6" cast iron tees	684.45
2	16" x 4" cast iron tees	63.09
23	16" x 6" cast iron tees	743.66
2	12" x 10" cast iron tees	40.77
1	16" x 12" cast iron tee	35.74
1	16" x 16" cast iron tee	40.21
1	10" x 6" cast iron cross	16.85
1	6" x 4" cast iron wye	6.60
1	10" x 6" cast iron reducer	7.02
2	6" - 30° cast iron bends	8.72
2	6" - 45° cast iron bends	8.72
4	12" - 45° cast iron bends	44.02
1	16" - 90° cast iron bend	31.13

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62607, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

THE CITY OF SAN DIEGO
By A. S. DAVIS
A. W. BENNETT
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

(SEAL)

STANDARD IRON WORKS, Contractor
By CHARLES A. WINSBY, Pres.
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney.

I hereby approve the form of the foregoing contract, this 7th day of February, 1935.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Contract with Standard Iron Works, being Document No. 291396.

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

UNDERTAKING FOR STREET LIGHTING
LA JOLLA LIGHTING DISTRICT
NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 29th day of January, 1935.

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, 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:
E. L. TOLSON, 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 29th day of January, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 January, 1935.

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. 62487 passed and adopted on the 2nd day of January, 1935, 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 5th day of February, 1935, 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, and 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;

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 a period of one year from and including January 1, 1935, to-wit, to and including December 31, 1935.

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 8, 1934 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 40/100 Dollars (\$2,396.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund".

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 40/100 Dollars (\$2,396.40) 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 \$2,396.40 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 40/100 Dollars (\$2,396.40).

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 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 W. F. RABER

THE CITY OF SAN DIEGO

By A. W. BENNETT

HARRY WARBURTON

DAN ROSSI

R. I. SCOLLIN

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 31 day of January, 1935.

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, for La Jolla Lighting District No. 1; being Document No. 291288.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By Augustin Hadstrom 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 29th day of January, 1935.

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.

(SEAL) ATTEST:
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Asst. Secy.

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On this 29th day of January, in the year nineteen hundred thirty-five, 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 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.

(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 January, 1935.

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. 62489, passed and adopted on the 2nd day of January, 1935, 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 5th day of February, 1935, 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, 1935, to-wit, to and including December 31, 1935.

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 October 15, 1934 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

(SEAL) ATTEST:

J. A. CANNON, Secretary

By W. F. RABER

THE CITY OF SAN DIEGO

By A. W. BENNETT

HARRY WARBURTON

DAN ROSSI

R. I. SCOLLIN

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 31 day of January, 1935.

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. 291289.

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, WESTERN METAL SUPPLY CO., a corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eighty dollars (\$80.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 7th day of February, 1935.

The CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the ___ day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

4,666 lbs. reinforcing steel, 1/2" round;

3,333 lbs. reinforcing steel, 1/4" round;

2,166 lbs. reinforcing steel, 1/2" square;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 7th day of February, 1935.

WESTERN METAL SUPPLY CO., Principal

(SEAL)

By W. C. SHAW, Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety

(SEAL) ATTEST:

E. L. TOLSON, Resident Assistant Secretary

By PAUL WOLCOTT, Resident Vice President

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

On this 7th day of February, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 9th day of February, 1935

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 13th day of February, 1935.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

A. S. DAVIS

A. W. BENNETT

DAN ROSSI

R. I. SCOLLIN

Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of February, 1935, by and 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 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue,

and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

4,666 lbs. reinforcing steel, 1/2" round;
3,333 lbs. reinforcing steel, 1/4" round;
2,166 lbs. reinforcing steel, 1/2" square;

all in accordance with Standard Specifications 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said contractor agrees to furnish and deliver said material hereinabove described within 90 days from and after the date of the execution of this contract.

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

4,666 lbs. reinforcing steel, 1/2" round, \$2.75 per cwt.
3,333 lbs. reinforcing steel, 1/4" round, \$3.55 per cwt.
2,166 lbs. reinforcing steel, 1/2" square, \$2.75 per cwt.
Switching flat charge, \$4.16
Above prices subject to discount

of \$1.48

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

4,666 lbs. reinforcing steel, 1/2" round, \$2.75 per cwt.
3,333 lbs. reinforcing steel, 1/4" round, \$3.55 per cwt.
2,166 lbs. reinforcing steel, 1/2" square, \$2.75 per cwt.
Switching flat charge, \$4.16
Above prices subject to discount

of \$1.48

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62596, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy-

THE CITY OF SAN DIEGO
By A. S. DAVIS
A. W. BENNETT
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

(SEAL) WESTERN METAL SUPPLY CO., Contractor
By W. C. SHAW, Secretary
I hereby approve the form of the foregoing contract, this 11th day of February, 1935.

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 Western Metal Supply Co.; being Document No. 291431.

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, UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, as principal, and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand eight hundred ninety (\$2,890), dollars (\$2,890.00), lawful money of the United States, to be paid to said The

City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 8th day of February, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 8th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

11,000 lin. ft. 6" cast iron water pipe
136 lin. ft. 10" cast iron water pipe
1,140 lin. ft. 16" cast iron water pipe

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 8th day of February, 1935.

UNITED STATES PIPE & FOUNDRY CO
Principal

By R. W. MARTINDALE, Pac Coast
Mgr.

UNITED STATES GUARANTEE COMPANY
Surety

By G. W. BELL, Attorney in Fact
CELIA R. PETAR, Attorney in Fact

(SEAL)

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS
SAN FRANCISCO)

On this 8th day of February, in the year nineteen hundred and thirty-five, A.D. before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared G. W. Bell and Celia R. Petar, known to me to be the Attorneys in Fact of 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 in said City and County the day and year in this certificate first above written.

IRENE MURPHY

(SEAL)

My Commission expires
March 10, 1938.

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 11th day of Feb., 1935.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, California, this 13th day of February, 1935.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

A. S. DAVIS
A. W. BENNETT
DAN ROSSI
R. I. SCOLLIN

Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 8th day of February, 1935, by and 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 & 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

11,000 lin. ft. 6" cast iron water pipe
136 lin. ft. 10" cast iron water pipe
1,140 lin. ft. 16" cast iron water pipe

all in accordance with Federal Specifications WW-P-421, Class 250, which said specifications are on file in the office of the City Clerk of said City, bearing Document No. 290486. Said Contractor agrees to furnish and deliver said material hereinabove described within 35 days from and after the date of the execution of this contract. Said Contractor agrees to furnish and deliver said material hereinabove described at and for the following prices, to-wit:

11,000 lin. ft. 6" cast iron water pipe, \$.696 per ft.
136 lin. ft. 10" cast iron water pipe, 1.49 per ft.
1,140 lin. ft. 16" cast iron water pipe, 3.24 per ft.

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

11,000 lin. ft. 6" cast iron water pipe, \$.696 per ft.
136 lin. ft. 10" cast iron water pipe, 1.49 per ft.
1,140 lin. ft. 16" cast iron water pipe, 3.24 per ft.

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62609, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO
By A. S. DAVIS
A. W. BENNETT
DAN ROSSI
R. I. SCOLLIN
Members of the Council.
UNITED STATES PIPE & FOUNDRY CO.
Contractor
By R. W. MARTINDALE, Pac Coast Mgr

I hereby approve the form of the foregoing contract, this 11th day of February, 1935.

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 United States Pipe & Foundry Co.; being Document No. 291432.

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, RENSSELAER VALVE COMPANY, a corporation as principal, and AMERICAN SURETY COMPANY OF NEW YORK, #100 Broadway, New York, N.Y. a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are 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 ninety-six & 00/100 dollars (\$296.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 11th day of February, 1935.
THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 11th day of February, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

- 31 6" gate valves
- 2 10" gate valves
- 2 16" gate valves
- Spur gears for 16" gate valves
- Grease casings for 16" gate valves;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 11th day of February, 1935.

(SEAL) ATTEST:
C. RUSSELL VAN ZANDT, Asst. Secretary

RENSSELAER VALVE CO., Principal
By ARTHUR C. BOUGHTON, Vice President
AMERICAN SURETY COMPANY OF NEW YORK
By H. L. GIRVAN, Resident Vice President

Countersigned by
I. TAYLOR, At Los Angeles, Calif.
(SEAL) ATTEST: A. M. YOUNG
Resident Assistant Secretary B#980306-D
AMERICAN SURETY COMPANY OF NEW YORK
By A. M. WOLD, Resident Vice-President
Attest I. TAYLOR, Resident Assistant Secy.

(SEAL)

I hereby approve the form of the within Bond, this 19th day of February, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

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

On this 11th day of February, A.D. 1935, before me, John Gurash, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned

and sworn, personally appeared A. M. Wold personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) ATTEST
My Commission expires
Feb. 18, 1936

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

Approved by a majority of the members of the Council of The City of San Diego, California, this 19th day of February, 1935.

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

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 11th day of February, 1935, by and 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 RENSSELAER VALVE 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, f.o.b. point of use on El Cajon Avenue, between Texas Street and Euclid Avenue, and in such streets as may be required adjacent to El Cajon Avenue, in The City of San Diego, as designated by the Director of Public Works of said City:

31 6" gate valves
2 10" gate valves
2 16" gate valves
Spur gears for 16" gate valves
Grease casings for 16" gate valves

Said gate valves shall be heavy pressure valves, and shall conform to Standard Specifications Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 275153.

Said contractor agrees to furnish and deliver said material hereinabove described within 90 days from and after the date of the execution of this contract.

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

31 6" gate valves, at \$ 23.52 each
2 10" gate valves, at 56.00 each
2 16" gate valves, at 139.20 each
Spur gears for 16" gate valves 22.62 each
Grease casings for 16" gate valves

Above prices subject to 2% discount 20.00 each

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 pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

31 6" gate valves, at \$ 23.52 each
2 10" gate valves, at 56.00 each
2 16" gate valves, at 139.20 each
Spur gears for 16" gate valves 22.62 each
Gear casings for 16" gate valves 20.00 each
Above prices subject to 2% discount

Said payments to be made as follows:

Upon completion of the delivery of said material, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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 material to be furnished above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

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 Resolution No. 62608, authorizing such execution, and the contractor has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:

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

THE CITY OF SAN DIEGO

By A. W. BENNETT

A. S. DAVIS

HARRY WARBURTON

DAN ROSSI

R. I. SCOLLIN

Members of the Council.

RENSSELAER VALVE CO., Contractor

By ARTHUR C. BOUGHTON, Vice President

(SEAL) ATTEST:

C. RUSSELL VAN ZANDT, Asst. Secretary

I hereby approve the form of the foregoing contract, this 19th day of February, 1935.

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Rensselaer Valve Company, being Document No. 291564.

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. M. TAYLOR and GEORGE M. PEACE, as principals and B. M. TORGERSON and LOIS F. TORGERSON, as sureties, are held and firmly bound unto the CITY OF SAN DIEGO, a municipal corporation, in the sum of FIVE HUNDRED and NO/100 Dollars gold coin of the United States of America, to be paid to the said CITY OF SAN DIEGO, a municipal corporation, its successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators firmly by these presents.

SEALED with our seals and dated this 2nd day of February 1935.

THE CONDITION of the above obligation is such, that if the said principals shall well and truly perform that certain contract dated the fourth day of January, 1935, between themselves as licensees and the said City of San Diego, and shall well and truly pay to the said City all of the rentals and all of the monies provided by the said Contract to be paid by the said principals to the said City, then the above obligation to be void, otherwise to remain in full force and virtue.

J. M. TAYLOR

(SEAL)

GEORGE M. PEACE

(SEAL)

B. M. TORGERSON

(SEAL)

LOIS F. TORGERSON

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

B. M. TORGERSON and LOIS F. TORGERSON, whose names are subscribed as sureties to the above proceedings, being severally duly sworn, each for himself, deposes and says: That he is a resident and freeholder of the County of San Diego, and is worth the sum in the said undertaking specified, as the penalty thereof, over and above all his debts and liabilities exclusive of property exempt from execution.

Sworn to before me this 4th day of February, 1935

JEANETTE KRUMM (SEAL)

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

B. M. TORGERSON

LOIS F. TORGERSON

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bond with J. M. Taylor and George M. Peace as principals and B. M. Torgerson and Lois F. Torgerson, as sureties on the contract for placing benches on the streets; being Document No. 291437.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Hadstrom Deputy

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That W. H. RUMBLE, as Principal, and MASSACHUSETTS BONDING AND INSURANCE 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 and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Twenty-two thousand and four hundred eighty-five dollars (\$22,485.00), 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 26th day of February, 1935.

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 W. H. RUMBLE, the party of the second part, 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 the improvement of ATLANTIC STREET, between a line parallel to and distant 5 feet northerly from the easterly prolongation of the northerly line of Barnett Avenue and the northwesterly line of Witherby Street, and between the southeasterly line of Harasthy Street and the northerly line of Broadway; BARNETT AVENUE, between the southwesterly line of Atlantic Street and a line parallel to and distant 20 feet southwesterly therefrom; SUBWAY STREET, between Atlantic Street and Witherby Street; SASSAFRAS STREET, PALM STREET and GRAPE STREET, each between the northeasterly line of Atlantic Street and a line parallel to and distant 60 feet

northeasterly therefrom; BEECH STREET, between the easterly line of Atlantic Street and a line parallel to and distant 20 feet easterly therefrom; all being within The City of San Diego, County of San Diego, State of California; all in accordance with the plans and specifications therefor referred to in said contract, and for the contract price referred to in said contract.

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against him for such labor, tools, transportation, materials, equipment and supplies, 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 tools, transportation, materials, equipment 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 or materials, tools, transportation, equipment 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.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 26th day of February, 1935.

W. H. RUMBLE, Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY, Surety
By DONALD B. GOLDSMITH
Attorney-in-Fact

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

On this 26th day of February, A.D. 1935 before me, Helen C. Wallace, a Notary Public in and for the County of San Diego personally appeared Donald B. Goldsmith, 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) HELEN C. WALLACE
Notary Public in and for the County of San Diego
My commission expires March 12, 1938 State of California

I HEREBY APPROVE the form of the foregoing bond, this 26 day of February, 1935.

APPROVED by a majority of the members of the Council of the City of San Diego; this 26th day of February, 1935

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

C. L. BYERS, City Attorney
A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council of The
City of San Diego.

KNOW ALL MEN BY THESE PRESENTS, That W. H. RUMBLE, as Principal, and MASSACHUSETTS BONDING AND INSURANCE 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 Eleven thousand two hundred forty-three dollars (\$11,243.00), 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 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 26th day of February, 1935.

THE CONDITION OF THE 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 the improvement of ATLANTIC STREET, between a line parallel to and distant 5 feet northerly from the easterly prolongation of the northerly line of Barnett Avenue and the northwesterly line of Witherby Street, and between the southeasterly line of Harasthy Street and the northerly line of Broadway; BARNETT AVENUE, between the southwesterly line of Atlantic Street and a line parallel to and distant 20 feet southwesterly therefrom; SUBWAY STREET, between Atlantic Street and Witherby Street; SASSAFRAS STREET, PALM STREET and GRAPE STREET, each between the northeasterly line of Atlantic Street and a line parallel to and distant 60 feet northeasterly therefrom; BEECH STREET, between the easterly line of Atlantic Street and a line parallel to and distant 20 feet easterly therefrom; all being within The City of San Diego, County of San Diego, State of California; all in accordance with the plans and specifications therefor referred to in said contract, and for the contract price referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 26th day of February, 1935.

W. H. RUMBLE, Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY, Surety
By DONALD B. GOLDSMITH
Attorney-in-Fact

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

On this 26th day of February, A.D. 1935 before me, Helen C. Wallace, a Notary Public in and for the County of San Diego personally appeared Donald B. Goldsmith, 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 instru-

ment 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)

My commission expires
March 12, 1938

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

I hereby approve the form of the foregoing Bond, this 26 day of February, 1935
C. L. BYERS, City Attorney

APPROVED by a majority of the members of the Council of The City of San Diego
this 26th day of February, 1935.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council of The
City of San Diego.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 26 day of Feb., 1935, 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 City Manager and City Council of said City, party of the first part, hereinafter sometimes designated as the "City", and W. H. RUMBLE, party of the second part, hereinafter sometimes designated as the "Contractor", WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, materials, equipment and supplies and other expense of every kind and description necessary or incidental to the improvement of ATLANTIC STREET, between a line parallel to and distant 5 feet northerly from the easterly prolongation of the northerly line of Barnett Avenue and the northwesterly line of Witherby Street, and between the southeasterly line of Harasthy Street and the northerly line of Broadway; BARNETT AVENUE, between the southwesterly line of Atlantic Street and a line parallel to and distant 20 feet southwesterly therefrom; SUBWAY STREET, between Atlantic Street and Witherby Street; SASSAFRAS STREET, PALM STREET and GRAPE STREET, each between the northeasterly line of Atlantic Street and a line parallel to and distant 60 feet northeasterly therefrom; BEECH STREET, between the easterly line of Atlantic Street and a line parallel to and distant 20 feet easterly therefrom; all in accordance with those certain drawings and specifications on file in the office of the City Clerk of The City of San Diego, and bearing said Clerk's Document No. 290474.

Said Contractor hereby agrees to do and perform all of said work at and for the total sum of Forty-four Thousand Nine Hundred Seventy Dollars (\$44,970.00).

Said Contractor agrees to commence said work within thirty (30) days from and after the time of the execution of this contract by and on behalf of The City of San Diego, and to prosecute the same diligently and with a sufficient force of men and equipment, and to complete said work on or before ninety (90) days from and after said date of execution.

When the terms of the contract shall have been fully complied with to the satisfaction of the Director of Public Works of The City of San Diego and it shall have been accepted by said City of San Diego, acting by and through the City Council, said City shall pay to the Contractor seventy-five per cent (75%) of the contract price hereinabove set forth.

When the terms of the contract shall have been fully complied with to the satisfaction of the Director of Public Works of The City of San Diego, and it shall have been accepted by said City of San Diego, and when a release of all claims against The City of San Diego under and by virtue of the contract shall have been executed and delivered by the Contractor, and when 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 III of the Code of Civil Procedure, final payment will be made of said twenty-five per cent (25%) of the contract price, hereinabove referred to, or such portion thereof as may be due to the Contractor.

Said Contractor further agrees that he will not underlet or assign this contract, or any part thereof, to anyone, without the consent of the City Council of the City, evidenced by resolution, having first been obtained.

Said Contractor further agrees that he will be bound by each and every part of the specifications hereinabove referred to, as the same may be interpreted, in case of dispute or question, by the Director of Public Works of the City.

Said Contractor further agrees that he will protect from the elements all of the materials and supplies to be used in the performance of the 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 City, the said Contractor will repair or replace such damage at its own cost and expense.

The work shall be conducted under the immediate supervision of the Director of Public Works of said City and will be inspected by inspectors appointed by said Director of Public Works, who will enforce strict compliance with the terms of this contract. Said Contractor 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 and supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages 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 to take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

The Contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of the 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 by 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 the following specified rate for any work done under the contract by the Contractor, or by any subcontractor:

CLASSIFICATION	RATE PER EIGHT HOUR DAY
Laborer	\$ 4.00
Carpenter	8.00
Blacksmith	6.00
Electrician	7.00
Form setter	5.00
Hoist operator	8.00
Painter	8.00
Concrete mixer operator	6.00
Cement finisher	8.00
Concrete placer	4.80
Pipe fitter	5.00
Pipe layer	5.00
Truck driver	5.50
Jackman	6.00
Cable splicer	9.00
Foreman	9.00
Watchman	4.00

Any classification omitted herein, not

less than 4.00

For extra work performed on Sundays, legal holidays as set forth in Section 10 of the Political Code of the State of California, and for work performed in excess of eight hours in one calendar day in such cases in which such overtime work is permitted by law, one and one-half times the said prevailing or current rate of per diem wages hereinabove set forth.

Said Contractor further agrees that neither said Contractor nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during 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 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 (8) hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said Contractor further agrees and covenants 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 Charter of The City of San Diego, or of the Public Works Alien Employment Act of the State of California (Stats. 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 or any subcontractor, contrary to the provisions of said Charter or statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The Contractor further agrees to conform to all the requirements and provisions of that certain statute of the State of California, entitled

"An act to add a new section to the Penal Code to be numbered 653c-1, relating to the hours of labor on public works during the present emergency whether such work is done by contract or otherwise, providing penalties for violations of its provisions, and declaring the urgency thereof," Chapter 632, Statutes of 1933.

The Contractor further agrees that only such unmanufactured articles, materials and supplies as have been mined or produced in the United States; and only such manufactured articles, materials and supplies as have been manufactured in the United States, substantially all from articles, materials and supplies mined, produced or so manufactured as the case may be, in the United States, shall be used in the performance of the work in accordance with the provisions of that certain statute of the State of California entitled

"An act to require the use of materials and supplies substantially produced in the United States, in public works and for public purposes," Chapter 226, Statutes of 1933.

~~The contractor further agrees that only such unmanufactured articles, materials and supplies as have been mined or produced in the United States; and only such manufactured articles, materials and supplies as have been manufactured in the United States, substantially all from articles, materials and supplies mined, produced or so manufactured as the case may be, in the United States, shall be used in the performance of the work in accordance with the provisions of that certain statute of the State of California entitled~~

~~"An Act to require the use of materials and supplies substantially produced in the United States, in public works and for public purposes," Chapter 226, Statutes of 1933.~~

The Contractor further agrees that in accordance with the California Industrial Recovery Act, Chapter 1039, California Statutes of 1933, it will give a preference of fifteen per cent (15%) to supplies, articles and materials mined, produced, manufactured or supplied in observance of any code of fair competition approved, prescribed or issued under the California Industrial Recovery Act, or in pursuance of any agreement entered into or approved under said laws, or in conformity with the terms prescribed in any licenses issued under said laws, as the case may be, and which concerns such trade or industry and subdivision thereof as may be involved.

The Contractor agrees that no convict labor shall be employed in or about the performance of the work.

The Contractor further agrees that in the employment of labor, preference shall be given, when they are qualified, to

First, ex-service men with dependents, who are bona fide residents of The City of San Diego, and

Then, in the following order:

- (a) Other citizens of the United States and aliens who have declared their intention of becoming citizens and who are bona fide residents of the City of San Diego;
- (b) Ex-service men with dependents who are bona fide residents of the State of California;
- (c) Other citizens of the United States and aliens who have declared their intention of becoming citizens and who are bona fide residents of the State of California.

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 or become liable for any portion of the contract price.

IN WITNESS WHEREOF, the City has caused this instrument to be executed by its City Manager and its City Council, acting under and pursuant to Resolution No. 62698, authorizing such execution, and the said Contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager
A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council
W. H. RUMBLE, Contractor

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

I hereby approve the form of the foregoing Contract, this 19th day of February, 1935.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with W. H. Rumble, being Document No. 291659.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 26th day of February, 1935, by and 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 A. C. MALETTE, 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

Said contractor agrees to furnish and deliver said automobile hereinafter described within 5 days from and after the date of the execution of this contract. For the price of two thousand six hundred fifty dollars

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 automobile by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of two thousand six hundred fifty dollars (\$2,650.00), plus California State Sales Tax, said payment to be made as follows:

Upon delivery of said automobile and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, 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.

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 City Manager, in writing, having been first obtained.

Said contractor further agrees that he will be bound by each and every part of this contract, and furnish and deliver said automobile, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or materials of equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, and pursuant to Resolution No. 62340, authorizing such execution, and the said contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager

A. C. MALETTE, Contractor

I HEREBY APPROVE the form of the foregoing contract, this 26 day of Feb., 1935
C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Contract with A. C. Malette, being Document No. 291698.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 5th day of March, 1935, 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 Council of said City, and CLETO VEDOVA, of Santa Ysabel, California, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby demises and leases unto the Lessee that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

PARCEL NO. 1:

The southeast quarter of Section 22; the southwest quarter of the southwest quarter of Section 16; the east half of the northeast quarter of Section 17; all in Township 12 south, Range 2 east, S.B.B.M., containing 280 acres of land, more or less.

PARCEL NO. 2:

The southeast quarter of the southeast quarter of Section 16; the east half, the southwest quarter, the south half of the northwest quarter and the northwest quarter of the northwest quarter of Section 21; the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 22; the southwest quarter of the northwest quarter of Section 26; the north half of the southwest quarter; the northwest quarter of the southeast quarter and the north half of Section 27; the northeast quarter of the southeast quarter and the north half of Section 28; all in Township 12 south, Range 2 East, S.B.B.M.; also, all that land lying below contour elevation 2113 feet, U.S.G. Survey datum within the following described tracts; the northeast quarter of the northwest quarter of Section 21; the southeast quarter of the southwest quarter of Section 22; the northeast quarter of the southwest quarter, the west half of the southeast quarter, and the southeast quarter of the southeast quarter of Section 28, Township 12 South, Range 2 east, S.B.B.M., containing 1605 acres of land, more or less;

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 one (1) year, commencing on the 5th day of March, 1935 and ending on the 4th day of March, 1936, at the total rental for said term of two hundred thirty dollars (\$230.00), payable in advance on the date of the execution of this lease.

At the expiration of said one-year term the Lessee shall have the right and option to renew this lease for an additional period of one (1) year, upon the same terms and conditions as set forth and contained herein.

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;

(b) That the Lessee will use the land for agricultural and/or 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 the Lessee will not permit sheep to pasture or graze upon said land;

(d) That the Lessee will construct such stock-proof fences as may be required, at his own expense; such fences to become the property of the Lessor upon the termination of this lease;

(e) 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 a renewal 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;

(f) 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; 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.

(g) 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 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 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.

IN WITNESS WHEREOF, a majority of the members of the Council of The City of San Diego have hereunto subscribed their names for and on behalf of said City, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO, Lessor
By A. W. BENNETT
WILL H. CAMERON
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

CLETO VEDOVA, Lessee
I hereby approve the form of the foregoing Lease, this 4 day of March, 1935.
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 Cleto Vedova, being Document No. 291773.

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 28 day of February, 1935, 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 SPARKES AND McCLELLAN, INC. 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 matter required by law publish the notice inviting bids which are bound herewith, and

WHEREAS, said bids were opened in the office of the Harbor Commission of the City of San Diego on Feb. 21, 1935, at the hour of 11 o'clock, all bids received pursuant to such notice, including the bid of said Sparkes and McClellan, Inc., 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 Feb. 26 1935 at the hour of 10 o'clock A.M. a contract was awarded to said Sparkes & McClellan, Inc. for the dredging to the depth indicated of an area adjacent to the U.S. Bulkhead Line in the vicinity of the 28th Street Recreational Pier in the Bay of San Diego, California, and depositing of said dredged material from said area upon the adjacent designated areas of the Municipal Tidelands of 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
PROPOSAL "A"

To furnish all labor, tools, transportation, materials, supplies, equipment and other expenses of every kind and description necessary for, and to dredge an area adjacent to the U. S. Bulkhead Line in the vicinity of the 28th Street Recreational Pier in the Bay of San Diego, California, and depositing as solid fill the dredged material therefrom to and upon such areas and to such elevations delineated upon and in accordance with the plans and specifications therefor and to accept as full compensation therefor the sum of _____ per cubic yard as measured in cut.

PROPOSAL "B"

In lieu of Proposal "A" it is hereby agreed to furnish to the Harbor Department of the City of San Diego, California, one dredger, including all necessary pipe, pontoons, transformers, cable, barges, tow boats, and to furnish all other tools, transportation, materials, supplies, equipment, supervision, and such other expenses of every kind and description necessary for, and to dredge an area adjacent to the U. S. Bulkhead line in the vicinity of the 28th Street Recreational Pier in the Bay of San Diego, California, and depositing the dredged material therefrom as solid fill to and upon such areas and to such elevations delineated upon and in accordance with the plans and specifications therefor and to accept as full compensation therefor the rental sum of Three Hundred ninety six (\$396.00) Dollars per day of 24 hours.

It is hereby agreed that the total rental cost charged to the Harbor Department shall not exceed in cost a price of Fifteen and one-half cents (\$0.155) Dollar per cubic yard measured in cut of all material dredged and deposited.

It is further agreed that no dredge rental will be charged until actual dredging work commences.

Due consideration will be given for rental time consumed in cleaning rubbish from dredge cutter and pump. However, no charge will be made by dredge owners for time consumed in excess of 12 hours for major repairs to dredger or plant equipment on any breakdown which may occur.

It is further understood and agreed as follows:

1. The Notice inviting bids, Instructions to Bidders, Proposal, Specifications and 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 any City, or the Contractor, acting directly or through their properly authorizing 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 Contract shall abide by and comply with the same.

4. The Contractor shall commence work within fifteen (15) calendar days after the signing of this agreement by the City of San Diego and shall complete said work within ninety (90) working 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, excepting therefrom such extension of time, if any, that the Engineer may grant, 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 an 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 or by the meeting of unexpectedly difficult material, 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 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 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 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 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 said Harbor Commission.

10. The Contractor shall maintain an office equipped with telephone instrument connected with local and long distance telephone, in the City of San Diego, during the continuance of this 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 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 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 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 Contractor or any sub-contractor in the performance of the work contemplated by this contract; and that said Contractor shall forfeit as a penalty to said 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:

Small Dredge under 20"	
Craft or Type	Wage
	8 hour day
Chief Engineer	\$ 8.00
Assistant Engineer	6.00
Levermen	6.00
Operators	5.00
Mates	5.00
Deckhands	4.00
Electricians	5.00
Launchmen	6.00
Blacksmith	6.00
Welders	6.00
Levee Men	4.00
Tow boat Operators	6.00
Laborers	4.00

Any classification omitted herein not less than 4.00
For overtime work, in excess of eight (8) hours in any one calendar day, 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

Approved:
GEORGE L. BUCK, City Manager

SPARKES & McCLELLAN, INC.
By R. W. McCLELLAN, Pres
Party of the Second Part

(SEAL)

I hereby approve the form of the foregoing Contract this 28 day of Feb., 1935
C. L. BYERS, City Attorney

MATERIAL AND LABOR BOND
KNOW ALL MEN BY THESE PRESENTS, that SPARKES AND McCLELLAN, INC. 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 labor, materials, 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 Eleven Thousand Six Hundred Twenty-five and No/100 Dollars (\$11,625.00),

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 28th day of February, 1935.

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 SPARKES AND MC CLELLAN, INC. as Contractor, the party of the second part therein, which contract is hereby referred to and

WHEREAS, in and by said Contract said Contractor agrees to furnish the necessary tools, labor, transportation, materials, equipment and incidental to this work and to dredge to the depth indicated, an area adjacent to the U. S. Bulkhead Line in the vicinity of the 28th Street Recreational Pier in the Bay of San Diego and to deposit the material therefrom, 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 itself for such labor, materials, equipment, 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, equipment, 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, equipment, 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.

(SEAL)

SPARKES & McCLELLAN, INC.
By R. W. McCLELLAN, Principal

(SEAL)

FIDELITY & DEPOSIT COMPANY OF
MARYLAND, Surety
DONALD C. BURNHAM, Attorney-in-Fact
H. G. MALM, Agent.

STATE OF CALIFORNIA) SS.:
COUNTY OF _____)

On this 28th day of February, 1935, before me, DEE H. NICHOLLS, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared DONALD C. BURNHAM and H. G. MALM known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My Commission Expires
June 15, 1938.

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

I hereby approve the form of the within Bond, this 28 day of Feb., 1935.

C. L. BYERS, City Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego, California, this 28 day of Feb., 1935.

RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA

Members of the Harbor Commission

KNOW ALL MEN BY THESE PRESENTS, That SPARKES AND McCLELLAN, INC., 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 Five Thousand Eight Hundred Twelve & 50/100 Dollars (\$5812.50) 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 28th day of February, 1935.

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 dredge to the depth indicated, an area adjacent to the U. S. Bulkhead Line in the vicinity of the 28th Street Recreational Pier in the Bay of San Diego, and to deposit the material therefrom 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)

SPARKES & McCLELLAN, INC.
By R. W. McCLELLAN, Principal

(SEAL)

FIDELITY & DEPOSIT COMPANY OF
MARYLAND, Surety
DONALD C. BURNHAM, Attorney-in-Fact
H. G. MALM, AGENT

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

On this 28th day of February, 1935, before me, DEE H. NICHOLLS, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared DONALD C. BURNHAM and H. G. MALM 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 Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission Expires
June 15, 1938.

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

I hereby approve the form of the within Bond, this 28 day of Feb., 1935.

C. L. BYERS, City Attorney

Approved by a majority of the members of the Harbor Commission of the City of San Diego, California, this 28 day of Feb., 1935.

RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA

Members of the Harbor Commission

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Sparkes & McClellan (exclusive of 'Notice Inviting Bids', 'Instructions to Bidders', 'Proposal', 'Specifications', and 'General Conditions'; being Document No. 291699.

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 4th day of March, 1935, 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 sometimes called the City, and GILMORE OIL COMPANY, a corporation, as Lessee, hereinafter sometimes called the Corporation, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let 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 tidelands 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; the lands hereby leased being more particularly described as follows, to-wit:

All of Lot 14, and the easterly fifty (50) feet of Lot 13, of Block 2, Municipal Tidelands, Subdivision Trace No. 1, according to the Map thereof filed in the office of the City Clerk May 18, 1916, under Document No. 100007.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Corporation for a period of twenty (20) years beginning on the first day of March, 1935, and ending on the 28th day of February, 1955, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, commencing on the first day of March, 1935, the sum of four cents (4¢) per square foot per year;

For the second five-year portion of said term, the sum of six cents (6¢) per square foot per year;

For the third five-year portion of said term, the sum of eight cents (8¢) per square foot per year;

For the fourth and final five-year portion of said term, the sum of ten cents (10¢) per square foot per year.

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

The Lessee shall have the right at any time during the continuance of this lease to transfer or assign the same, or to sublet the leased premises, or any part thereof, to Charles W. Wright and Ed Fletcher; provided, however, that neither the whole, nor any part of this lease shall be assignable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, to any other person or persons, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

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 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 for the purpose of conducting and maintaining thereon the business of selling aeroplane and automobile equipment and parts, including tires and accessories, batteries, carburetors, gas-air mixers, and petroleum products of all kinds; together with the business of motor repairing. The Lessee shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-named business or businesses.

(2) That said Lessee shall at the expiration or termination of this lease have the right, and shall be required, to remove all improvements placed upon said premises by it.

(3) That all plans for buildings 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) It is expressly understood and agreed by said Lessee that the Council of said City 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 Council of said City, and that the Lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out of the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor.

(5) That the business of said Lessee to be conducted upon said premises shall be that of selling aeroplane and automobile equipment and parts, including tires and accessories, batteries, carburetors, gas-air mixers and petroleum products of all kinds; together with the business of motor repairing.

(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 or businesses above provided for upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder, and the said Lessee shall remove from said demised premises and shall have no further 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 hereunder; and said Lessee, in accepting this lease hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(8) 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.

It is further understood and agreed by and between the Lessor and the Lessee that, during the continuance of this lease, before the city shall enter into any lease for the west fifty (50) feet of Lot 13 and Lot 12, Block 2, Municipal Tidelands, Subdivision Tract No. 1, according to map thereof filed in the office of the City Clerk May 18, 1916, being Document No. 10007, said City shall give to the Lessee herein reasonable notice that said City intends or is about to enter into a lease for said property, stating the terms and conditions upon which said lands are to be leased, together with the amount of rental which the applicant for such lease is willing to pay. Within five (5) days from the receipt of such notice, the Lessee herein, if not in any respect in default, shall have the right to elect to lease said land upon similar terms and conditions and at the same rental contained in said notice, upon filing written application and offer so to do with the Harbor Commission of The City of San Diego; provided, however, that in event said additional lands shall be leased to the Lessee herein as above provided, they shall be used and occupied by it for no other or different purposes than those required or permitted by the terms of this 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.

This instrument is executed in duplicate, both of which shall be deemed originals, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

(SEAL) ATTEST:

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

(SEAL)

THE CITY OF SAN DIEGO, Lessor
By RUFUS CHOATE

R. H. VAN DEMAN

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

GILMORE OIL CO., Lessee
By E. B. GILMORE, Pres.

By W. C. JULIES, Asst. Secy.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney.

I hereby approve the form of the foregoing Lease this 23d day of February, 1935

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease on Tidelands with Gilmore Oil Company, being Document No. 291816.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By *August M. Hadstrom* Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 7th day of March, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through a majority of the members of the Council of said City, hereinafter designated as the Lessor, and ROBERT EGGER, of Palm City, California, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rent to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby demises and leases unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

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 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.B.M., being 105 acres of land, more or less, in the Via Juana Valley

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property, and also subject existing oil and gas lease thereon;

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for the term of three (3) years, commencing on the 12th day of March, 1935, and ending on the 11th day of March, 1938, at the following rental:

One hundred fifty-one dollars (\$151.00) per year, payable yearly in advance during the term of this lease.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;

(b) That the Lessee will use the land for grazing and/or agricultural purposes only; and that the Lessee will cultivate the lands and care for the same and the crops thereon according to the rules of good husbandry;

(c) That the Lessee will construct such stock-proof fences as may be required, at his own expense; such fences to become the property of the Lessor upon the termination of this lease;

(d) That the Lessee shall have the right to erect a wind-mill and such buildings and structures as may be necessary in connection with the use of said land for grazing and/or agricultural purposes, and said Lessee may remove such wind-mill, buildings and structures upon the termination of this lease;

(e) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this 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, 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;

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 demised premises.

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 Council of said The City of San Diego.

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

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

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

IN WITNESS WHEREOF, a majority of the members of the Council of The City of San Diego have hereunto subscribed their names, for and 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. W. BENNETT

WILL H. CAMERON

A. S. DAVIS

HARRY WARBURTON

DAN ROSSI

R. I. SCOLLIN

Members of the Council.

ROBERT EGGER, Lessee

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

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

I hereby approve the form of the foregoing Lease, this 4 day of March, 1935.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Robert Egger; being Document No. 291832.

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 1st day of March, 1935, between SAN WATER SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, 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, that certain real property, together with all improvements thereon, situate in the County of San Diego, State of California, described as follows, to-wit:

All that portion of Lot Three (3) (Northwest Quarter of the Northwest Quarter) of Fractional Section Five (5), Township Thirteen (13) South, Range Two (2) West, San Bernardino Meridian, lying above an elevation of 330 feet above sea level, according to the United States Geological Survey datum and within the following described boundaries:

Beginning at a point on the Easterly line of that certain County Road designated as Road Survey No. 333-C Escondido-Del Mar Road, Map of said Road being on file in the office of the County Surveyor of San Diego County, California, whence Station 807+34.2 on the center line of said road bears North 56° 01' West 25.0 feet; thence leaving the Easterly line of said road and running South 56° 01' East 39.70 feet, more or less, to an angle point on the Westerly line of that certain tract of land conveyed by Ed Fletcher and Mary C. B. Fletcher, husband and wife, to Griffith Henshaw, husband of Irene R. Henshaw, by deed dated June 5, 1924, and recorded in Book 1000, page 461 of Deeds, records of San Diego County; running thence with said Westerly line of Henshaw, South 10° 52' West 55.0 feet; thence South 15° 12' West 49.0 feet; thence South 4° 05' East 83.0 feet; thence South 17° 17' West 52.0 feet; thence South 10° 06' West 81.0 feet; thence South 23° 53' West 111.0 feet; thence South 82° 35' West 40.0 feet; thence South 12° 35' East 187.0 feet; thence South 29° 25' East 248.4 feet; more or less, to a point of intersection with said 330 foot contour line above sea level; thence by the following courses and distances; North 42° 12' West 55.10 feet; thence North 24° 32' West 88.0 feet; thence North 34° 43' West 116.4 feet; thence North 13° 25' West 102.0 feet; thence North 20° 45' West 43.0 feet; thence North 11° 15' West 38.0 feet; thence North 76° 15' East 57.5 feet; thence North 74° 30' West 87.0 feet; thence South 26° 00' West 46.80 feet; thence South 15° 34' East 44.0 feet; thence South 8° 40' West 99.0 feet; thence South 5° 32' West 135.3 feet; thence South 76° 30' West 62.45 feet; thence North 82° 58' West 189.30 feet; thence South 82° 29' West 143.0 feet to a point of intersection with the Southerly line of said County Road Survey No. 333-C from whence Station 797+52.2 on the center line of said County Road Survey bears North 22° 02' West 25.0 feet; thence following the Southeasterly line of said County Road Survey No. 333-C to the point of beginning; containing 1.7 acres more or less.

The term of this lease shall be three (3) years beginning March 1, 1935, and Lessee agrees to pay as rental the sum of Twenty-five Dollars (\$25.00) per month, lawful money of the United States, payable in advance on the first day of each and every month during said term.

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

1. Lessee will maintain all improvements now upon said premises in a fair state of repair, reasonable wear and tear and damage by the elements excepted.
2. If the improvements upon said 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. Lessee shall not be required to pay any rent whatsoever during any period that said improvements remain untenable. Lessor shall be under no obligation to repair any such damage to said improvements.
3. In case said improvements shall be partially damaged by fire or other cause but are not thereby rendered untenable Lessee shall be allowed a reasonable reduction in said rental during such period as such damage remains unrepaired. Lessor shall be under no obligation to repair any such damage to said improvements but in case such damage is not repaired by Lessor within a period of thirty (30) days from the date of written notice to Lessor of such damage then Lessee shall have the option to terminate this lease by written notice thereof to Lessor.
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 or any part thereof any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.
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, possess and relet the same as the agent of the Lessee and for its account.
7. Said premises may be subleased by Lessee without first securing the consent of Lessor therefor.
8. It is mutually agreed that in no case when and if this lease is unauthorized by the Charter of The City of San Diego and/or the General laws of the State of California, shall said City or any department, board or officer thereof, be liable to said Lessor by reason of the conditions and provisions thereof, but said lease shall forthwith terminate.

IN WITNESS WHEREOF, said San Diego Water Supply Company, as 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 this lease is executed by The City of San Diego, as Lessee, acting by and through a majority of the members of the Council of said City, under and pursuant to a resolution authorizing said execution, the day and year first hereinabove written.

ATTEST: E. W. FALLETT
Its Asst. Secretary

SAN DIEGO WATER SUPPLY COMPANY
By JOHN TREANOR, Its President
Lessor

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy City Clerk

THE CITY OF SAN DIEGO

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
R. I. SCOLLIN

Members of the Council,

Lessee

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 6th day of March, 1935, before me, Ella Scott, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared John Treahor, known to me to be the President, and E. W. Fallett, known to me to be the Asst. Secretary of SAN DIEGO WATER SUPPLY COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation 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.

ELLA SCOTT

(SEAL)

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

I hereby approve the form of the foregoing Lease this 9th day of March, 1935.

APPROVED AS TO FORM

By MAYNARD J. TOLL

O. K. GEORGE CROMWELL

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 San Diego Water Supply Co., being Document No. 291889.

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 February, 1935, 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 sometimes called the City, and DAVID C. CAMPBELL and GEORGE E. CAMPBELL, co-partners, doing business under the firm name and style of "The CAMPBELL MACHINE COMPANY," hereinafter designated as the Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessees, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Lessees hereby hire and accept 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 tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; the lands hereby leased being more particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead Line of the Bay of San Diego, as established in February, 1912, distant 4504.96 feet south 50° 50' east from station 109 on said U.S. Bulkhead Line; thence north 70° 50' east, a distance of 381.86 feet to the line point or place of beginning, said point being the most northerly corner of an existing lease of the Campbell Machine Company; thence continuing north 70° 50' east a distance of 117.49 feet to a point; thence south 50° 50' east a distance of 388.59 feet to a point on the northwesterly lease line of the San Diego Gas & Electric Company; thence south 40° 36' 43" west along the said lease line of the San Diego Gas & Electric Company a distance of 38.28 feet to a point; thence south 70° 50' west a distance of 251.69 feet to the point of beginning of a 100-foot radius curve concave to the north, the center of which bears north 19° 10' west; thence southwesterly along the arc of said curve an arc distance of 101.81 feet to the point of curve; thence north 50° 50' west a distance of 42.86 feet to a point, said point being the most southerly corner of said existing lease of the Campbell Machine Company; thence following along the boundaries of said existing lease first north 39° 10' east a distance of 200 feet; thence north 50° 50' west a distance of 189.19 feet to the true point or place of beginning, containing an area of 72,773.6 square feet, or 1.67 acres.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a period of fifteen (15) years commencing on the 1st day of February, 1935, and ending on the 31st day of January, 1950, at the following rentals:

Fifty dollars (\$50.00) per month for the first five years of said term, and/or until a new or different rental is fixed, payable monthly in advance on the first day of each and every month during said term.

The right of the Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental, subject to the foregoing provisions, is hereby expressly reserved to said City, and said Lessees in accepting this lease acknowledge the right of said Council and said Harbor Commission and said City to readjust and increase the rental of said premises at any time as herein provided.

Neither the whole, nor any part of this lease, shall be assignable or transferable, nor shall the Lessees have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

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 Lessees of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Lessees shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Lessees as are re-

quired, authorized or permitted under the terms of this lease; and shall not be held to include compensation to said Lessees for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

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

(1) That the demised premises shall be used for the construction and maintenance of buildings necessary for boat building and a general machine shop, and for the storage of materials used in boat building.

The Lessees shall have and are hereby given the privilege of constructing and maintaining marine ways in front of the bulkhead between Station 46 + 90 and Station 48 + 90, subject to the approval of the Harbor Commission.

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

(3) The business of said Lessees to be conducted upon said premises shall be that of a boat building and general machine shop business, and none other.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; provided, only that said Lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) 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 Lessees shall fail to establish and maintain a boat building and general machine shop business upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them under this lease undertaken, then and in that event this lease shall terminate, and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property, and said Lessees shall forfeit all rights and claims thereto and thereunder; and said Lessees in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessees to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By RUFUS CHOATE

R. H. VAN DEMAN

EMIL KLICKA

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

DAVID C. CAMPBELL

GEORGE E. CAMPBELL

Co-partners, doing business under the firm name and style of The CAMPBELL MACHINE COMPANY Lessees

I hereby approve the form of the foregoing Lease, this 23d day of February, 1935.

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 Tideland's Lease with The Campbell Machine Co., being Document No. 291934.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By *August M. Hadstrom* Deputy

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That J. H. MULLEN AND J. G. FERGUSON co-partners, doing business under the firm name and style of CALIFORNIA SHEET METAL WORKS, 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, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and to all persons, companies and corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of three hundred sixty dollars (\$360.00), lawful money of the United States, for which payment, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 20th day of March, 1935.

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, and the above named principals, parties of the second part, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractors agree to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the lining of, and to line two troughs located at the University Heights Filter Plant, in said City, with 20 gauge galvanized sheet metal, all in accordance with the specifications therefor referred to in said contract, and for the contract price referred to in said contract.

NOW, THEREFORE, should said contractors well and truly pay or cause to be paid all claims against them for such labor, materials, supplies, 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, 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 principals 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, supplies, 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 provided.

IN WITNESS WHEREOF, the said principals have hereunto subscribed their names, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 20th day of March, 1935.

J. H. MULLEN

J. G. FERGUSON

Co-partners, doing business under the
firm name and style of CALIFORNIA
SHEET METAL WORKS, Principal

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

(SEAL)

By DONALD B. GOLDSMITH, Attorney

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 20th day of March in the year One Thousand Nine Hundred and thirty-five before me Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

(SEAL)

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

My commission expires
March 12, 1938

I hereby approve the form of the foregoing Bond, this 21st day of March, 1935

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 28th day of March, 1935.

(SEAL) ATTEST:

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

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
R. I. SCOLLIN

Members of the Council of The
City of San Diego, California.

KNOW ALL MEN BY THESE PRESENTS, That we, J. H. MULLEN and J. G. FERGUSON, co-partners, doing business under the firm name and style of CALIFORNIA SHEET METAL WORKS, 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, 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 dollars (\$180.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 20th day of March, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principals on the 20th day of March, 1935, entered into the annexed contract with said 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 the lining of, and to line two troughs located on the University Heights Filter Plant, in said City, with 20 gauge galvanized sheet metal, all in accordance with the specifications therefor referred to in said contract, and for the contract price referred to in said contract.

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

IN WITNESS WHEREOF, the said principals have hereunto subscribed their names, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 20th day of March, 1935.

J. H. MULLEN

J. G. FERGUSON

Co-Partners, doing business under the firm name
and style of CALIFORNIA SHEET METAL WORKS,
Principals.

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

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety
By DONALD B. GOLDSMITH, Attorney

On this 20th day of March in the year One Thousand Nine Hundred and thirty-five before me Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

(SEAL)
My commission expires
March 12, 1938.

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

I hereby approve the form of the foregoing Bond, this 21st day of March, 1935

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council this 28th day of March, 1935.

A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
R. I. SCOLLIN

Members of the Council of The
City of San Diego, California

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 21st day of March, 1935, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and J. H. Mullen & J. G. Ferguson, co-partners, doing business under the firm name and style of CALIFORNIA SHEET METAL WORKS, parties of the second part, and hereinafter sometimes designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractors by said City, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the lining of, and to line two (2) troughs located at the University Heights Filter Plant, in said City, with 20-gauge galvanized sheet metal, all in accordance with the following specifications:

The City of San Diego will have the troughs clean and free from roofing paper. The sheet metal is to be nailed to the troughs and all seams and joints properly soldered in a manner satisfactory to the Supervisor, Division of Water Development, City of San Diego.

The contractors will be required to remove gate valves and such other equipment interfering with the proper application of the sheet metal before applying the sheet metal, and after the lining has been applied the contractors must properly reinstall such gate valves and other equipment in a proper manner and free from leakage.

The upper trough to be lined is 160 feet long, and is to have a lined width of 11 feet. The lower trough is slightly smaller than the upper.

Said contractors agree to do and perform all of said work at and for the price of seven hundred seventeen dollars (\$717.00).

Said contractors agree to commence said work within 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 thirty (30) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractors of each, every and all of the covenants and agreements on the part of said contractors undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractors, in warrants drawn upon the proper fund of said City, the sum of seven hundred seventeen dollars (\$717.00), as follows:

Upon completion of the said work, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractors, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the City Manager, 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 City Manager, 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 contractors, 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 contractors.

Said contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractors further agree that they will be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the Council of said City. Further, that they will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the City Manager, the said contractors will repair or replace such damage, at their own cost and expense.

The work shall be conducted under the immediate supervision of the Supervisor, Division of Water Development, City of San Diego, or such other official or officials as

the City Manager may appoint, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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

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

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

Said contractors further agree and covenant that neither said contractors, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractors shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractors, or by any 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 Section 196 of the Charter of The City of San Diego.

Said contractors further agree and covenant that the contractors 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 Charter of The City of San Diego, or of Public Works Alien Employment Act of the State of California (Stats. 1931, Ch. 398); and that the contractors 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 contractors, or any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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 contractors in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

Said contractors further agree that in the performance of the work contemplated by this contract they 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 by any subcontractor, in the performance of the work contemplated by this contract; and that the contractors 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 rate for any work done under this contract by the contractors, or by any subcontractor:

Craft or Type	Wage 8-hour day
Sheet Metal Worker	\$ 8.00
Mechanic's Helper	6.00
Any classification omitted herein, not less than	4.00
For overtime work in excess of eight (8) hours in any one calendar day, when the same is permitted by law, one and one-half times the above rates; for work performed on Sun- days 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.	

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 has caused this instrument to be executed by its City Manager, and the said contractors have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By GEORGE L. BUCK

J. H. MULLEN
J. G. FERGUSON
Co-partners, doing business under the
firm name and style of CALIFORNIA SHEET
METAL WORKS

I hereby approve the form of the foregoing Contract, this 21st day of March,
1935.

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 California Sheet Metal Works, being Document No. 292093.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 2d day of April, 1935, 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 Council of said City, and O. V. SEXSON, of 344 Kalmia Street, San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby demises and leases unto the Lessee that certain property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

All of Pueblo Lots 1269 and 1272; also, that portion of Pueblo Lot 1293 lying south of the Atchison, Topeka & Santa Fe Railway right of way (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on the Pascoe Map, lying within Pueblo Lot 1293); all as shown on the map of the Pueblo Lands of The City of San Diego made by James Pascoe in 1870, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California; being 285 acres of land, more or less;

subject 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, commencing on the 6th day of March, 1935, and ending on the 5th day of March, 1938, at the total rental for said term of Seven Hundred Fifty Dollars (\$750.00), payable as follows: Two hundred Fifty Dollars (\$250.00) on the date of the execution of this lease, and Two Hundred Fifty Dollars (\$250.00) payable yearly in advance during remainder of said term.

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;
- (b) That the Lessee will use the land for grazing and/or agricultural purposes only; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises;
- (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 Lessee will surrender the 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;
- (d) That the Lessor shall have the right to enter said lands for inspection, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises;
- (e) That the Lessor 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;
- (f) That Lessor may terminate this lease at any time by giving at least sixty (60) 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 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 Council of said The City of San Diego.

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

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

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

IN WITNESS WHEREOF, a majority of the members of the Council of The City of San Diego have hereunto subscribed their names, for and 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. W. BENNETT

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

A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

O. V. SEXSON, Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with O. V. Sexson, being Document No. 292112.

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 February, 1935, 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, and SHELL OIL COMPANY, a California corporation, hereinafter designated as the Lessee, WITNESSETH:

That said City, Lessor as aforesaid, 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, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the 1st 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 31st day of January, 1940, unless sooner terminated as herein provided, at the following rental:

Seventy-five Dollars (\$75.00) per month on the first day of each and every month throughout the continuance 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 Council evidenced by ordinance duly and regularly adopted and approved.

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, 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 building, 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 abovestated, 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 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 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
EMIL KLIKA
Members of the Harbor Commission of The City of San Diego

SHELL OIL COMPANY, Lessee
By F. M. DURKEE, JR.
Vice President

I hereby approve the form of the foregoing Lease, this 23 day of February, 1935.

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 Tidelands Lease with Shell Oil Company; being Document No. 292242.

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

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 7th day of March, 1935, by and between THE CITY OF SAN DIEGO, CALIFORNIA, acting by and through the members of the Harbor Commission of said City, first party, and CONSOLIDATED AIRCRAFT CORPORATION, a private corporation organized and existing under and by virtue of the laws of the State of Delaware, second party, WITNESSETH:

WHEREAS, The City of San Diego, as Lessor, and Consolidated Aircraft Corporation, as Lessee, heretofore on the 15th day of June, 1933, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk of said City as Document No. 283861, and recorded in Book 7, at page 426, et seq., Records of the City Clerk; and

WHEREAS, said City and said Corporation are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth, wherein and whereby an area of land containing approximately 22,700 square feet shall be released and excluded from the operation of said lease; and certain additional area of land hereinafter described as Parcel No. 4 shall by the City be held available to said Corporation for inclusion in said lease, upon certain terms and conditions hereinafter stated:

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars, and none other:

(1) The description of the lands included and leased under Parcel No. 3, page 2, of said lease, is hereby changed to read as follows:

"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 320 feet to the true point or place of beginning; thence south 53° 29' 10" west a distance of 277 feet to a point; thence north 81° 30' 50" west a distance of 159.81 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 to a point; thence north 8° 52' 03" west 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 south 37° 51' 54" west; 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 1252.75 feet to the true point or place of beginning, containing 730,900 square feet, or 16.779 acres."

(2) Clause No. 7, beginning on page 5 and ending on page 6 of said lease, is hereby changed to read as follows:

"(7) The Corporation shall, within two (2) years from July 1, A.D. 1933, begin the establishment and erection, and shall complete by September 30, A.D. 1935, the establishment and erection, upon the premises hereby leased of 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, or any extension or renewal thereof, maintain and operate the same upon the leased premises.

If the Corporation shall fail to begin the erection and establishment of its said manufacturing plant upon the leased premises within said two years from July 1, A.D. 1933; and/or shall fail to complete the establishment and erection thereof by September 30, A.D. 1935; 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."

(3) An additional clause, numbered "18," is hereby inserted in said lease immediately following Clause No. 17, on page 8 thereof, reading as follows:

"(18) Subject to the conditions hereinafter recited, the Corporation shall have the right, at any time during a period of ten (10) years from and after February 1, 1938, to require that a certain additional parcel of land, designated as Parcel No. 4, and described as follows:

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 320 feet to a point; thence south 53° 29' 10" west a distance of 277 feet to the true point or place of beginning; thence continuing south 53° 29' 10" west 46.95 feet to a point; thence south 87° 43' 18" west a distance of 200.85 feet to a point; thence north 36° 30' 50" west a line parallel to and distant 798 feet southwesterly from the southwesterly line of California Street a distance of 1139.78 feet to a point; thence north 46° 18' 0" west a distance of 989.80 feet to a point; thence north 28° 50' 10" east on a line parallel to and distant 100 feet southeasterly from the southwesterly prolongation of the northwesterly line of Bean Street a distance of 500 feet to a point on a curve, concave to the southwest, having a radius of 3542 feet, the center of which bears south 33° 57' 28" west; thence southeasterly along the arc of the said curve an arc distance of 220.94 feet to a point; said point being the most northerly corner of the land described as Parcel No. 3 in this lease; thence following along the southwesterly boundary line of said Parcel No. 3, first south 8° 52' 03" east a distance of 546.45 feet; thence south 36° 30' 50" east a distance of 1629.30 feet; thence south 81° 30' 50" east a distance of 159.81 feet to the true point or place of beginning, containing 411,677 square feet, or 9.451 acres;

shall be added to the lands hereby leased and included within the operation of this lease, with the same effect as though said additional parcel had been originally included herein, save and except that the Corporation shall, beginning with the date said Parcel No. 4 shall be included within the operation of this lease, be obligated to pay a proportionately increased rental on account thereof, that is to say, the rental of one thousand dollars (\$1000.00) per year reserved and payable hereunder shall be increased by adding to said one thousand dollars (\$1000.00) a yearly sum which will be in proportion to the enlarged area, which additional yearly sum is hereby agreed upon as four hundred and no/100 dollars (\$400). In the event of exercise by the Corporation of this right, the City shall at all times forthwith credit the Corporation up to the full amount of its then said rental of fourteen hundred dollars (\$1400), 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 subdivision 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 lieu of the credit specified in the third paragraph under the title 'Third:' in this lease. Provided, however, that the right given the Corporation by this clause, and the obligation of the City to make available said additional parcel of land, upon requirement by the Corporation, shall be wholly conditioned upon the full and complete performance by the Corporation of each and all of the terms, conditions and requirements in this lease to be made, kept or performed by the Corporation."

(4) The plat, marked Exhibit "A", attached to and made a part of this lease, is hereby amended and supplemented by a plat attached hereto, marked Exhibit "B" and made a part hereof, designating and showing parcels of land numbered 1, 2 and 3, described in said lease, as hereby amended, and shaded in green, and showing and designating Parcel No. 4 shaded in blue.

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, having hereunto subscribed their names as and for the act of said City, 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 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

CONSOLIDATED AIRCRAFT CORPORATION
By R. H. FLEET, President
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

(SEAL) ATTEST:
R. S. MADISON, Secretary
I hereby approve the form of the foregoing Agreement, this 4th day of March, 1935.

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 twentieth day of March, 1935 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 and directed to execute an Agreement of March 7, 1935 for Modification of Lease of June 15, 1933 with the City of San Diego, California, after correcting the description of Parcel No. 3, fixing the annual rental at \$400.00 for Parcel No. 4, and extending the tax provision of the lease over Parcel No. 4 if and when leased.

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 twentieth day of March, 1935.
(SEAL)

R. S. MADISON, Secretary

STATE OF NEW YORK)
COUNTY OF ERIE) SS.

On this 20th day of March, A.D. 1935, before me, Laura J. Spann, a Notary 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.

(SEAL)

Commission expires March, 1936.

LAURA J. SPANN
Notary Public in and for the County of Erie
State of New York.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Tidelands Lease, with Consolidated Aircraft Corporation, being Document No. 292247.

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. H. GOLDEN, as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a Corporation, organized and existing under the laws of the Commonwealth of Massachusetts and authorized to do a surety business in the State of California, as surety, hereby acknowledge themselves bound in the full sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) lawful money of the United States of America, unto the City of San Diego, a municipal corporation, County of San Diego, State of California, and unto the Mayor and the members of the Council of said City, and unto the Auditor and Comptroller of said City, and each and all, both in his and their official and individual capacities, all herein designated as the obligess of this bond, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this 8th day of April, 1935.

The condition of this obligation is such that:

WHEREAS, M. H. GOLDEN heretofore entered into a contract with the City of San Diego for the construction of El Capitan Reservoir Dam Tunnel Inner Lining in the County of San Diego, being document No. 290335 in the office of the City Clerk of said City, and

WHEREAS, said contract in Article VI thereof provides in part as follows:

"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 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 the Charter of The City of San Diego 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 Charter; 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 said Charter and/or of the Public Work Alien Employment Act of the State of California (Statutes of 1931, Chapter 398) or contrary to Section 197 of the Charter of the City of San Diego 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 Charter and/or said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof." and

WHEREAS, said contract in Article VIII thereof provides in part as follows:

"ARTICLE VIII. 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 relating to the rate of wages to be paid on public work 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 the following specified rate for any work done under this contract by the contractor, or by any subcontractor." and

WHEREAS, the State Labor Commissioner of the State of California did, on or about the 7th day of February, 1935, file with said City of San Diego a certain affidavit

of the following person, to-wit: Wilfred W. Bibault, charging that said M. H. Golden in the performance of said contract had violated Article XII of the City Charter of the City of San Diego, the Prevailing Wage Law, and Article VIII of said contract, for which alleged violations it is claimed by said State Labor Commissioner that penalties should be inflicted by said City and moneys withheld by said City in the sum of \$100.00 from the moneys due said contractor under said contract, and

WHEREAS, said contractor disputes the correctness and validity of said claim, and contends that he has not violated any of the provisions of said Article XII of the City Charter of the City of San Diego, or of the Prevailing Wage Law, or of Article VIII of said contract, and

WHEREAS, said claim has not been adjudicated, either as to the amount claimed, or as to the claimed violation of said wage law, or said Article VIII of said contract, and the City of San Diego, not being informed as to the validity of said claim, has consented to permit said contractor to file this bond in lieu of withholding any moneys due said M. H. Golden under the terms of said Article VIII of said contract;

NOW, THEREFORE, if the above named principal shall pay to the City of San Diego the penalties provided for in said Article XII of the City Charter of the City of San Diego, said Prevailing Wage Law, and said Article VIII of said contract, for each violation of said Article XII of said City Charter, said Prevailing Wage Law, and said Article VIII of said contract, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year hereinabove written.

(SEAL) M. H. GOLDEN, Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY OF
NEW YORK, Surety
By DONALD B. GOLDSMITH,
Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 8th day of April A.D. 1935 before me, Helen C. Wallace, a Notary Public in and for the County of San Diego personally appeared Donald B. Goldsmith, 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) HELEN C. WALLACE
Notary Public in and for the County of San Diego
State of California
My commission expires
March 12, 1938.

I hereby approve the form of the within Bond, this 8 day of April, 1935.

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 9th day of April, 1935.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By AUGUST M. WADSTROM, Deputy

ALLEN H. BENNETT
A. S. DAVIS
HARRY WARBURTON
DAN ROSSI
R. I. SCOLLIN
Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bond of M. H. Golden, re Claim of Wilfred W. Bibault, being Document No. 292258.

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

RELEASE OF CLAIMS

WHEREAS, heretofore, on to-wit, the 20th day of November, 1934, the undersigned entered into and executed a certain contract with The City of San Diego, California, a municipal corporation, whereby the undersigned, as Contractor, agreed to build, erect and construct for the defendant a certain public work commonly known and referred to as the El Capitan Reservoir Dam Tunnel Inner Lining, a true copy of said contract being on file in the office of the City Clerk of said City of San Diego, marked Document No. 290335; and

WHEREAS, said work has been completed to the satisfaction of the Hydraulic Engineer in charge thereof on behalf of said City, and said work has been accepted on behalf of said City of San Diego by its Council, such acceptance being evidenced by resolution of said Council dated February 26, 1935, numbered 62703; and

WHEREAS, under the terms of said contract (Document No. 290335) and particularly under the provisions of Specification 50 thereof, it is provided as follows:

"50. PROGRESS ESTIMATES AND PAYMENTS. At the end of each calendar month the engineer will make an estimate of the amount earned to that date, under the terms of the contract, for completed work, classified and computed on the basis of the items and unit prices named in the contract. To the estimate made as above set forth will be added the amounts earned for extra work to the date of the progress estimate. From the total thus computed a deduction of twenty-five per cent will be made, and from the remainder a further deduction will be made of all amounts due to the City of San Diego from the contractor for supplies or materials furnished or services rendered and any other amounts that may be due to the City 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 deducted as above set forth shall not become due and payable until the completion of the work to the satisfaction of the engineer and its acceptance by the City of San Diego, and until release shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title 4, Part 3 of the Code of Civil Procedure of the State of California. In case of suspension of the contract, the said twenty-five per cent shall be and become the sole and absolute property of the City of San Diego to the extent necessary to repay to the City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the engineer and when a release of all claims against the City of San Diego, under or by virtue of the contract, shall have been executed by the Contractor, and when five 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;"

and

WHEREAS, said City of San Diego and its Hydraulic Engineer has prepared and filed, or is about to file, the final estimate as provided for in said Paragraph 50 of said Contract, which said final estimate (inclusive of amounts deducted from prior estimates) is in the sum of \$13,852.36; and

WHEREAS, the Contractor has assigned unto the Security Trust and Savings Bank of San Diego all of the moneys due and to become due to said Contractor under or by virtue of said contract;

NOW, THEREFORE, in consideration of the payment to said Contractor of the said sum of \$13,852.36; and in consideration of the payment heretofore of various progress estimates heretofore approved and filed by the Hydraulic Engineer of the said City, under the terms of said contract and in further consideration of the acceptance of said work and the payment therefor:

The undersigned, M. H. Golden, Contractor, and his assignee, Security Trust and Savings Bank of San Diego, under said contract (Document No. 290335), do hereby release said City of San Diego, and any and all officers, agent or employees of said City from all claims or demands accrued and now existing, or hereafter arising under or by virtue of the terms of said contract, or any one or more thereof, either express or implied, of that certain contract dated November 20, 1934 between The City of San Diego, a municipal corporation, and M. H. Golden, for the building, erection, construction, completion and installation of the El Capitan Reservoir Dam Tunnel Inner Lining, a copy of which is on file in the office of the City Clerk of said City, marked Document No. 290335.

Dated this 8 day of April, 1935.

M. H. GOLDEN

(SEAL)

SECURITY TRUST AND SAVINGS BANK OF SAN DIEGO
By A. J. SUTHERLAND, Vice-Pres
P. C. KELLEY, Secy.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 8th day of April A.D. Nineteen Hundred and Thirty-five, before me James J. Breckenridge a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. H. GOLDEN, 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 in said County the day and year in this certificate first above written.

JAMES J. BRECKENRIDGE

(SEAL)

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 8th day of April, A.D. Nineteen Hundred and Thirty-five, before me Emma Geradehard a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. J. Sutherland known to me to be the Vice President and P. C. Kelley known to me to be the Secretary of the SECURITY TRUST AND SAVINGS BANK OF SAN DIEGO, 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 in said County the day and year in this certificate first above written.

EMMA GERADEHARD

(SEAL)

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

My Commission Expires
Oct. 28, 1937.

I hereby approve the form of the foregoing Release of Claims this 8th day of April, 1935.

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 Release of Claims by M. H. Golden, being Document No. 292275.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By *August M. Hadetrom* 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 TWENTY-SIX DOLLARS (\$426.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of April, 1935.

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

By W. F. RABER, Principal

(SEAL) ATTEST:
J. A. CANNON, Secretary

THE AETNA CASUALTY AND SURETY COMPANY
Surety

By PAUL WOLCOTT, Resident Vice-
President

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

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

On this 9th day of April, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 13 day of April, 1935.

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. 62824 passed and adopted on the 27th day of March, 1935, require and fix the sum of \$426.00 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 24 day of April, 1935, 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, 1935, to-wit, to and including March 15, 1936.

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 21, 1934 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 One Dollars (\$1,701.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 2 Fund."

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 ONE DOLLARS (\$1,701.00) 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 One Thousand Seven Hundred One Dollars (\$1,701.00).

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.

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

(SEAL) ATTEST:
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By A. W. BENNETT
A. S. DAVIS
HARRY WARBURTON
R. I. SCOLLIN
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 13 day of April, 1935.

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, for University Avenue Lighting District No. 2; being Document No. 292388.

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

FOR VALUE RECEIVED, PACIFIC AIR TRANSPORT, an Oregon corporation, hereby transfers and assigns to UNITED AIR LINES TRANSPORT CORPORATION, a Delaware corporation, all right, title and interest of Pacific Air Transport, as Lessee, under a certain lease dated February 26, 1931, as amended by an agreement dated September 15, 1932, entered into by it with City of San Diego, a Municipal corporation, of the State of California, as Lessor.

IN WITNESS WHEREOF, Pacific Air Transport has caused this assignment to be executed by its officers thereto duly authorized, this 5th day of March, 1935.

(SEAL) ATTEST:
R. C. BRADSHAW, Its Secretary

PACIFIC AIR TRANSPORT
By EVERETT THOMAS, Its Vice President

IN CONSIDERATION of the above assignment and the written consent thereto by the CITY OF SAN DIEGO, a municipal corporation, of the State of California, UNITED AIR LINES TRANSPORT CORPORATION, a Delaware corporation, hereby assumes and agrees to make all payments and to perform all covenants and conditions to be performed by the Lessee under said lease dated February 26, 1931, and amended September 15, 1932, between City of San Diego, acting by and through the Harbor Commission of the City of San Diego, Lessor, and Pacific Air Transport, Lessee.

IN WITNESS WHEREOF, United Air Lines Transport Corporation has caused this agreement to be executed by its officers thereto duly authorized, this 5th day of March, 1935.

UNITED AIR LINES TRANSPORT CORPORATION
By D. B. COLYER

(SEAL) ATTEST:
P. A. WRIGHT, Its Secretary

IN CONSIDERATION of the foregoing assignment and assumption agreement, CITY OF SAN DIEGO, a Municipal corporation, of the State of California, hereby consents to the above transfer and assignment of the Lessee's interest under said lease Dated February 26, 1931, and amended September 15, 1932, between City of San Diego, Lessor, and Pacific Air Transport, Lessee.

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 City of San Diego, California, this 18th day of April, 1935.

CITY OF SAN DIEGO, CALIFORNIA
By RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission of the City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment and Consent, from Pacific Air Transport to United Air Lines Transport Corporation; being Document No. 292407.

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 2nd day of April, 1935, by and between SAN DIEGUITO IRRIGATION DISTRICT, an irrigation district in San Diego County, California, organized and existing under the California Irrigation District Act, hereinafter called the "District," the CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' charter and situated in San Diego County, California, hereinafter called the "City," and SAN DIEGO WATER SUPPLY COMPANY, a private corporation organized under the laws of Nevada, hereinafter called the "Company,"

W I T N E S S E T H

WHEREAS, heretofore, on January 18, 1923 the District entered into a contract with the Santa Fe Land Improvement Company, a California corporation, providing for the purchase by the District of a certain amount of water each year during the life of said contract, said water to be sold by said Santa Fe Land Improvement Company and delivered to said District from that certain reservoir situated in San Diego County known as Lake Hodges, a copy of said contract being attached hereto, marked Exhibit I and made a part hereof; and

WHEREAS, said contract, as to the interests of said Santa Fe Land Improvement Company, has heretofore been assigned to San Dieguito Water Company, which said San Dieguito Water Company, which said San Dieguito Water Company has since become, and is now known as, San Diego Water Supply Company, hereinabove referred to, and said Lake Hodges, together with certain other property constituting what is known as the San Dieguito Water System, has been transferred to the Company; and

WHEREAS, on October 5, 1925, the Company entered into an agreement with the City, by virtue of which the Company leased to the City that certain property known as the San Dieguito Water System for a term of thirty (30) years from said last named date, and agreed to give to said City an option to purchase said water system during said term, and under which lease said City covenanted and agreed to assume and perform fully all of the obligations of the Company and of the Santa Fe Land Improvement Company under said contract of January 18, 1923, between Santa Fe Land Improvement Company and said District, or connected with or arising out of said contract during the entire term of said lease; and

WHEREAS, pursuant to the terms of said agreement between said City and the Company the said option provided for in said agreement has been granted to said City and said City is now the owner and holder thereof; and

WHEREAS, said contract of January 18, 1923, was amended and modified by an agreement dated March 12, 1926 by and between the city and the district and San Dieguito Water Company as the company, a copy of said amendatory agreement being attached hereto and marked Exhibit II and made a part hereof; and

WHEREAS, it is mutually desired by the parties to make certain temporary modifications of said contract of January 18, 1923, as hereinafter more fully set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein-after set forth and of the making and execution by each of the parties hereto of this agreement, IT IS HEREBY AGREED AND COVENANTED by and between the parties hereto as follows, to-wit:

FIRST: That the District did on March 27, 1935 deliver to the City its registered warrant No. 5070 dated March 2, 1935, drawing interest from its date at seven per cent (7%) per annum, for the sum of \$21,427.08. It is agreed that this amount represents the entire sum due the City by the District in full settlement of the water contract account up to and including April 30, 1934. It is further agreed that the City has deposited under date of March 27, 1935, such warrant with the Security-First National Bank of Los Angeles pursuant to the terms of the refinancing plan authorized by resolution of Reconstruction Finance Corporation, dated June 29, 1934, and will accept payment therefor pursuant to the terms of said refinancing plan, provided such payment be made prior to May 1, 1935.

SECOND: That in addition to the delivery of said registered warrant the District has paid to the City in cash the balance in full which has accrued on said water contract account since April 30, 1934, up to and including the 31st day of March, 1935.

THIRD: The City agrees, from and after March 31, 1935, and during the temporary period or periods hereinafter prescribed, during which period or periods the higher water rates hereinafter specified shall apply, to defer and to refrain from enforcing those certain provisions in said contract of January 18, 1923, requiring the payment by the District of an annual minimum amount.

And it is specifically agreed that during such temporary period or periods the City will deliver to the District such amount of water as the District may require, but not exceeding the amount specified in said contract of January 18, 1923, to-wit, 3200 acre feet per annum, and that during said temporary period or periods payment shall be made by the District to the City for water actually delivered to the District at the rate of \$.08 per hundred cubic feet for water commonly known as domestic water (being the water referred to in subparagraph 2A of Article I of said contract of January 18, 1923) and \$.035 per hundred cubic feet for all other water (such other water being the water referred to in subparagraph 2B of Article I of said contract), said rates to be in lieu of the rates set forth in said contract of January 18, 1923.

The first of the temporary periods herein referred to shall extend from March 31, 1935 until such time as the District shall have paid to the City for water under such increased rates an amount equal to the aggregate of

(1) The amount which would have been paid by the District to the City for water under the rates and minimum payments required by said contract of January 18, 1923, if such rates and minimum payments had been in effect and had been fully paid by the District;

(2) Interest at five per cent (5%) per annum on the amount of the difference between

(a) The total of the payments actually made by the District to the City for water at the increased rates herein set forth, and

(b) The amount which would have been paid by the District to the City for water under the rates and minimum payment required by said contract of January 18, 1923, if such rates and minimum payment had been in effect and had been fully paid by the District,

such interest to run from the date that each of such payments would have been made if the rates and minimum payments under said contract of January 18, 1923 had been paid as therein provided;

(3) The amount of the discount, if any, which the City may be required to take upon the said warrant for \$21,427.08; and

(4) Interest at five per cent (5%) upon the amount of the discount referred to in subparagraph (3) hereof, such interest to run from March 31, 1935.

When the amount paid by the District to the City for water under such increased rates shall equal the aggregate of the amounts above set forth, said temporary period shall terminate and the rates and minimum payments required to be paid under said

contract of January 18, 1923 shall be and remain in full force and effect, except during subsequent temporary periods, as hereinafter set forth.

FOURTH: It is further agreed that if at any time, or from time to time, after the termination of the first temporary period, as above set forth, but prior to the complete retirement of the District's proposed Reconstruction Finance Corporation refunding bond issue to be known as "Second Issue of Bonds (Refunding)", the amount of water purchased by the District from the City in any one year and paid for at the rates provided in said contract of January 18, 1923 shall fall below an amount sufficient to provide payment to the City of the minimum payment required by said contract of January 18, 1923, then and in such case or cases the provisions of Article THIRD hereof shall again govern and be effective during such further temporary period or periods, and such further temporary period or periods, respectively, shall in each case continue until such time as the District shall have paid to the City the full amount which would have been paid by the District to the City under the rates and minimum payments of said contract of January 18, 1923, if such rates and minimum payments had been in effect and had been fully paid by the District, together with interest at five per cent (5%) per annum computed in the manner set forth in subparagraph (2) of Article THIRD hereof.

FIFTH: It is understood and agreed that this amendatory agreement shall not become effective until such time as the City has received an adjusted payment on said warrant for \$21,427.08 under and pursuant to the terms of said refinancing plan. When such payment upon said warrant is received this agreement shall become effective and apply as of the 1st day of April, 1935.

SIXTH: The Company acquiesces in and consents to the changes and modifications herein provided for and in case payments by the District for water should at any time hereafter become payable to the Company or to its successors and assigns, instead of to the City as at present, the Company agrees to be bound by all the terms and provisions hereof otherwise relating solely or primarily to the City.

SEVENTH: Except as otherwise herein provided, said contract of January 18, 1923 as amended by said agreement of March 12, 1926, shall be and remain in full force and effect.

EIGHTH: This contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names and their respective corporate seals to be attached as of the day and year first above written.

SAN DIEGUITO IRRIGATION DISTRICT

(SEAL)

By L. P. MC CHESNEY, President
By F. H. TOLLE, Secretary
GEO. E. BOWLES
HARVEY W. LAMB
A. VAN AMERSFOORT
L. P. MCCHESNEY
JAMES C. FILES,

Directors

CITY OF SAN DIEGO

(SEAL)

By A. W. BENNETT, Vice Mayor
By GEORGE L. BUCK, City Manager
By ALLEN H. WRIGHT, City Clerk
C. L. BYERS, City Attorney

I hereby approve the form of the foregoing contract April 2, 1935.

(SEAL)

O. K. GEORGE CROMWELL

SAN DIEGO WATER SUPPLY COMPANY

By JOHN TREANOR, President
By E. W. FALLETT, A Secretary

EXHIBIT I

EXHIBIT I

AGREEMENT, made this 18th day of January, 1923, between the SANTA FE LAND IMPROVEMENT COMPANY, a California Corporation, first party, hereinafter called the Land Company, and the San Dieguito Irrigation District, a body politic and corporate, duly organized and existing under the laws of the State of California, second party, hereinafter called the District.

RECITALS:

The lands within the boundaries of the District are so situate that a supply of water for the uses and purposes of the District can be obtained at less expense and in more constant and dependable flow from that certain reservoir on the San Dieguito River in the County of San Diego, State of California, commonly known as Lake Hodges (herein for brevity called Lake Hodges) than it is possible to obtain such supply from any other adequate source. On this account the District has requested the Land Company to supply the District with water for its uses and purposes from Lake Hodges.

While the Land Company is not a public service corporation and has not dedicated or appropriated, and does not intend to dedicate or appropriate, any of the waters impounded in Lake Hodges to public use or sale, still it is willing to dispose of a portion of such waters to a few persons, corporations or districts selected by it; provided however, that such persons, corporations or districts take delivery of water in bulk, in the quantity, for the time and under the terms and conditions of an appropriate written agreement.

The Land Company and the District have agreed upon the terms and conditions of such an agreement which is in words and figures following:

AGREEMENT:

ARTICLE I.

IN CONSIDERATION of the covenants herein on the part of the District and of the faithful keeping of them by it according to their true intent and purpose, the Land Company agrees:

1. That, while this agreement is in effect, and subject strictly to the terms hereof, unless prevented therefrom by causes beyond its control, it will furnish to the District during each agreement year beginning with October 1, 1923, such quantity of water from Lake Hodges as the District may call for up to a total of, but not in excess of thirty-two hundred (3200) acre feet, delivered and measured at what is commonly known as the San Dieguito Distributing Reservoir (for brevity herein sometimes called the Distributing Reservoir or point of delivery and measurement) located on what is known as San Dieguito Ranch near the town of Del Mar, in the said County of San Diego.

2. That, subject to the terms of this agreement, it will furnish said water to the District at and for the rates following:

A. For all water disposed of by the District, at and for a charge higher than its minimum charge for water furnished by it solely for agricultural irrigation purposes by gravity flow from its main water line (charges for such water so furnished which include a charge for lifting above such gravity flow being regarded as such minimum charge) seven and one-half ($7\frac{1}{2}$) cents per one hundred (100) cubic feet; and

B. For the remainder, of such water, three cents per one hundred (100) cubic feet;

Provided, always, however,

First: That during the first seven (7) years of the time that this agreement is in effect beginning with October 1, 1923, the District shall pay to the Land Company each agreement year for or on account of such water, as follows (the same being hereinafter called the minimum payment):

For the first year ending September 30th, 1924, a minimum amount of not less than Five Thousand Nine Hundred Forty-three Dollars (\$5943.00);

For the second year ending September 30th, 1925, a minimum amount of not less than Eleven Thousand Eight Hundred and eighty-six dollars (\$11,886.00);

For the third year ending September 30th, 1926, a minimum amount of not less than Seventeen Thousand Eight Hundred and Twenty-nine Dollars (\$17,829.00);

For the fourth year ending September 30th, 1927, a minimum amount of not less than twenty-three thousand seven hundred and seventy-two dollars (\$23,772.00);

For the fifth year ending September 30th, 1928, a minimum amount of not less than twenty-nine thousand seven hundred fifteen dollars (\$29,715.00);

For the sixth year ending September 30th, 1929, a minimum amount of not less than thirty-five thousand six hundred and fifty-eight dollars (\$35,658.00);

For the seventh year ending September 30th, 1930, a minimum amount of not less than forty-one thousand six hundred dollars (\$41,600.00);

Second: For each like year after that ending September 30th, 1930, while this agreement is in effect, the District will pay to the Land Company a minimum amount of not less than forty-one thousand six hundred dollars (\$41,600.00).

Third: That the minimum payments specified in this Section shall not apply when in any year the total amount of money due the Land Company under this agreement for water delivered according to meter measurements at the rates hereinbefore in this section stated shall amount to more than the minimum payment for that year.

Fourth: That on or before the 15th day of Each calendar month after October 1, 1923, and while this agreement is in effect, the District shall pay to the Land Company, at its office in Los Angeles, California, all sums of money due to the latter under the provisions of Section 3 of Article II, hereof.

Fifth: That within thirty (30) days from the close of the first half of each and every year during the existence of this agreement the District shall pay to the Land Company the shortage, if any, between the total payments to the Land Company during such half year, and one-half of the minimum payment for that full year; and the same for the second half of the same year, unless at the end of said second half the payments to the Land Company for the full year for water deliveries hereunder shall have equalled or exceeded the minimum payment for that year. If any sum should be paid the Land Company at the end of the first year on account of said minimum payment and the water deliveries for the whole year at said rates equal or exceed the minimum payment provided for that year, then the Land Company, within thirty (30) days after the close of the year, shall refund to the District, any amount which it has so received on account of said minimum payment. The intent being that the District is only required to make any shortage between the amount of the minimum payment for each and every year and its aggregate payments for water delivered hereunder during the same year and to make semi-annual settlements accordingly.

3. That for the purpose of determining the amount of water delivered to the District hereunder, the Land Company at its own cost, will install at the point of delivery and measurement above specified, a pressure type Venturi meter with recording device, and will keep the same in as good condition and repair at all times as is possible by the exercise of due diligence; that the District shall have the right to inspect said meter and test it for accuracy with a representative of the Land Company at any time during business hours; and the right to have a representative present at any testing or reading thereof by the Land Company if it shall so desire; but such tests and readings made by the Land Company in the absence of a representative of the District shall be accepted by the District, provided that the District shall have at least five (5) days notice in writing of the time of such tests and readings.

ARTICLE II.

IN CONSIDERATION of the covenants herein contained on the part of the Land Company and of the faithful keeping of them by it according to their true intent and purpose, the District agrees:

1. That it will construct or cause to be constructed and maintained, at its own cost and expense, a pipe line or conduit to conduct such water from the aforesaid delivery point to the place of use by the District; said pipe line or conduit shall be constructed and connected with the Distributing Reservoir, ready for service not later than October 1, 1923. Should the said pipe line or conduit not be so ready for service by said October 1, 1923, its obligation to pay for water in accordance herewith shall begin as of that date and continue thereafter irrespective of the fact that no water deliveries could be taken by the District; but notwithstanding this, if said pipe line or conduit shall not have been so constructed and ready for service by January 1, 1924, this agreement shall be thereafter null and void.

2. That it will take from the Land Company at the Distributing Reservoir such quantity of water as it may call for up to but not in excess of a total of thirty-two hundred (3200) acre feet per year (Delivered and measured at the Distributing Reservoir) subject to the terms hereof and under reasonable regulations of the Land Company concerning such delivery, which, among other things, shall provide for the District being able to obtain the larger part of its water in reasonably regular proportions during an irrigating season of eight (8) months in each year.

3. That on or before the 15th day of each calendar month after October 1, 1923, and while this agreement is in effect, it will pay to the Land Company at its office in the City of Los Angeles, State of California, for and on account of the preceding calendar month, as follows:

A. Until the District shall have commenced to take delivery of water hereunder one-twelfth (1/12) of the minimum payment applicable at that time;

B. After the District shall have commenced to take delivery of water hereunder, seven and one-half (7½) cents per one hundred (100) cubic feet for all water furnished and used for the purposes mentioned in Section 4 of this Article, including all water disposed of by it to which the provisions of paragraph A of Section 2 of Article I hereof are applicable; and three (3) cents per one hundred (100) cubic feet for the amount of water shown by the difference between the total number of cubic feet paid for at the rate of seven and one-half (7½) cents per one hundred (100) cubic feet and the total number of cubic feet of water delivered to the District at the Distributing Reservoir as shown by meter readings thereat.

4. That it will charge and collect for water used for household and livestock purposes, sprinkling or irrigating ornamental shrubs, lawns and kitchen gardens, and like purposes, a rate or toll that is higher than the rate or toll charged for agricultural irrigation water whether above or below the gravity flow above mentioned; and that when a flat minimum rate is made for water used for the purposes in this section mentioned, the actual and full amount of water charged for thereunder shall be reported to the Land Company and paid for at the rate stated in paragraph A, of Section 2 of Article I hereof.

5. That for the purpose of determining the quantity of water to be paid for by it under the provisions of paragraph A of Section 2 of Article I hereof, and of Section 4 of this Article II the District shall install and use reasonable diligence to keep in regular service standard meters whereby the quantity of such water taken or charged for each month by each and every individual user supplied by the District can be definitely established. Such meters shall be tested from time to time for accuracy. The land company by its representative shall have the right to check the operations of the District hereunder in order to determine if the provisions of this section are fully and properly complied with; and to call for tests of the meters when it considers the same to be necessary and to be present at such tests if it elects.

6. That it will keep full, true and correct books of account in a manner that will show the quantity of water used, according to meter readings, and to which each user is entitled under any flat minimum rate each calendar month by each user of water within or without the boundaries of the District, the charge each is required to pay the District therefor, and the nature of the service by the District; which books shall be open to the inspection of the Land Company or its representatives at all times during business hours for the purpose of verifying the correctness of the reports in this section mentioned; and that it will on or before the 10th day of each calendar month furnish the Land Company a statement certified to by the President of the District showing the total number of cubic feet of water furnished to users during the preceding calendar month and to be paid for by the District at the rate mentioned in paragraph A of Section 2 of Article I and Section 3 of Article II hereof; such report shall also show separately the total number of cubic feet of water furnished by the District for all other purposes during the same calendar month.

7. That it is hereby obligated to pay to the Land Company each year, in the manner and at the time stated herein, not less than the minimum amount of money for that year as stated in Section 2 of Article I hereof, regardless of the quantity of water which may have been taken by the District during that year, anything in this agreement to the contrary notwithstanding; except that for any year or part of a year during the period of this agreement wherein the Land Company is not able to deliver the full quantity of water required by the District hereunder, and such inability to deliver is not at any time the fault of the District, the payment for water delivered during such year or part of a year only, shall be at the rates specified in paragraph A and B of Section 2 of Article I and Section 3 of Article II hereof for the quantity actually delivered during the period of such inability; and the minimum payment due for that year shall be reduced in such proportion as the period of inability bears to the year.

8. That except as below stated, nothing herein contained shall prevent the Land Company from making agreements to sell water to other Districts, persons or corporations up to a total of 10,500 acre feet per annum; provided, that if and when it shall have increased the net safe yield of Lake Hodges above 10,500 acre feet per annum as determined and certified to by the Engineer of the Land Company it shall have the right to sell or dispose of such increase.

9. That if at any time while this agreement and other like agreements are in effect, there shall be an insufficient supply of water in Lake Hodges, due to causes over which the Land Company shall have no control, to enable it to continue distributing to each agreement holder the full quantity of water then being delivered to each, the obligation of the Land Company to make deliveries during such shortage of supply shall be completely discharged by the delivery of water to each of said agreement holders (including the District) in such proportion as the quantity of water then being delivered by the Land Company to each, bears to the total of such deliveries; provided, however, that the Land Company may fulfill its obligations to deliver water to William G. Henshaw and Ed Fletcher under its agreement made with them dated January 26, 1920, up to but not exceeding three million (3,000,000) gallons per day while that agreement is in effect regardless of the aggregate deliveries and shortage mentioned in this paragraph, or elsewhere in this agreement.

10. That the Land Company shall be relieved of the obligation to deliver water to the District hereunder at all times while it shall be unable to make delivery on account of any cause over which it shall have no control, and in such event shall not be liable to the District, or any owner of property or user of water under it for damages or claims of any sort whatsoever. That if the Lake Hodges Dam shall be destroyed or so injured as to destroy its efficiency for impounding the waters of said San Dieguito River and its tributaries by any cause over which the Land Company shall have no control, then all obligations of the Land Company hereunder shall thereupon and immediately be at an end and this agreement terminated unless the Land Company shall elect to restore Lake Hodges Dam; provided, that if it shall not so elect it will transfer or cause to be transferred to the then holders of agreements with it for water delivery or any of them upon request in writing, all of the property necessarily used in the discharge of its obligations hereunder, upon payment to it of the then fair value to be determined by agreement if possible, and, if not, then by condemnation proceedings.

11. That in making and entering into this agreement the District assumes all risk of inability to secure water for its purposes hereunder from causes over which the Land Company shall have no control, and hereby agrees to indemnify and hold the Land Company harmless against and from any and all claims, damages and judgments due to or arising out of the failure of the Land Company to make delivery of water hereunder to the District on account of such causes.

12. That any failure on the part of the District to keep any of its covenants herein contained (except payment of money which shall become due hereunder), which shall continue for a period of thirty (30) days after the Land Company shall have given to the District a Notice in writing thereof, shall give the Land Company the right, if it so elects, to terminate this agreement and all of its obligations hereunder, by giving to the District a Notice in writing accordingly. Such notice shall be deemed to have been served if the original is delivered personally to the President and a duplicate of it to the Secretary of the District or the same sent to each of them respectively by United States mail to the then post-office address of the District.

13. That if it shall become necessary for the Land Company to bring suit against the District to collect any money due hereunder, it shall be entitled to have and recover, in case judgment is rendered in its favor, all expenses and costs incurred in connection with such suit and a reasonable attorney fee to be fixed by the Court.

ARTICLE III.

FOR THE CONSIDERATION STATED, it is mutually agreed:

1. That unless sooner terminated as hereinbefore provided, this agreement shall be in force and effect, subject to all of the terms hereof, from date of execution by both parties and delivery until the thirtieth day of September, 1950, whereupon all obligations of the Land Company with respect to the delivery of water hereunder to the said District, and all right of the District to receive delivery of water hereunder from the Land Company, shall be at an end; and that on said last mentioned date and thereafter the relation of the parties hereto shall be the same as though this agreement had never been made and entered into.

2. That unless both parties hereto shall accept this agreement and deliver an original copy one to the other signed by the proper officers of the parties hereto duly authorized, by or before October 1, 1923, this agreement shall be considered as not having been entered into, even though one of the parties hereto may have executed the same.

3. That the Land Company does not assume any responsibility for the quality of the water delivered hereunder and that it shall never be required to filter, chlorinate or otherwise purify said water; and that if the filtering, chlorinating, or other purifying of the water delivered hereunder to the District be required by competent authority the same shall be done by and at the expense of the District.

4. That for brevity certain words are used in this agreement which are hereby defined as follows:

"LAND COMPANY" Santa Fe Land Improvement Company, its successors and assigns.

"DISTRICT" San Dieguito Irrigation District, its successors and assigns if assignment by the District is made with the written consent of the Land Company.

"YEAR" That period of time beginning October first and ending September 30 of each year, or in other words the agreement year.

"DISTRIBUTING RESERVOIR" The San Dieguito Reservoir located on what is commonly known as the San Dieguito Ranch near Del Mar, San Diego County, California.

"POINT OF DELIVERY" The Distributing Reservoir.

"POINT OF MEASUREMENT" The Distributing Reservoir.

"MINIMUM PAYMENT" The various amounts of money specified in paragraph First of Section 2 of Article I hereof.

5. This agreement shall apply, bind and inure to the benefit of the parties hereto and their successors and assigns, but the District shall not have the right to assign or transfer this agreement or any right given it by it either in whole or in part without having first obtained the written assent of the Land Company thereto; and that any assignment or transfer without such written assent shall terminate this agreement if the Land Company shall so elect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by their respective officers thereunto duly authorized.

SANTA FE LAND IMPROVEMENT COMPANY,

(SEAL)

By (Signed) "E. O. FAULKNER"
AS ITS VICE PRESIDENT.

ATTEST:

(Signed) "G. HOLTERHOFF, JR."
AS ITS ASS'T SECRETARY

(SEAL)

SAN DIEGUITO IRRIGATION DISTRICT,

By (Signed) "W. H. SCHAAF,"
AS ITS PRESIDENT

ATTEST:

(Signed) "O. C. JACOBS"

AS ITS SECRETARY

(Signed) "W. H. SCHAAF."

(Signed) "FRED COUTTS."

(Signed) "ANTON VAN AMERSFOORT."

(Signed) "CHAS. H. WEBSTER."

(Signed) "GEORGE BEECH."

--AS DIRECTORS.

STATE OF CALIFORNIA)

(SS.

COUNTY OF SAN DIEGO)

On this 27th day of January, in the year one thousand and nine hundred and twenty-three, before me, Kenneth L. Warner, a Notary Public in and for said San Diego County, State of California, personally appeared W. H. Schaaf and O. C. Jacobs, known to me to be the President and Secretary of San Dieguito Irrigation District and the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged that such corporation executed the same.

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

(Signed) "KENNETH L. WARNER"

(SEAL)

My commission expires June 20, 1926.

Notary Public in and for
said County and State.

STATE OF CALIFORNIA)

SS.

COUNTY OF SAN DIEGO)

On this 27th day of January, in the year one thousand nine hundred and twenty-three, before me, Kenneth L. Warner, a Notary Public, in and for said County of San Diego, State of California, personally appeared W. H. Schaaff, Fred Coutts, Anton Van Amersfoort, Charles H. Webster, and George Beech, known to me to be Directors of San Dieguito Irrigation District, and the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged that such corporation executed the same.

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

(SEAL)

(Signed) "KENNETH L. WARNER"

My commission expires June 20, 1926

Notary Public in and for said County and State.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 18th day of January, in the year one thousand, nine hundred and twenty-three, before me, Nellie B. Kemper, a Notary Public in and for said County of Los Angeles, State of California, personally appeared E. O. Faulkner and G. Holterhoff, Jr., known to me to be the Vice President and Secretary of the Santa Fe Land Improvement Company, and the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged that such corporation executed the same.

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

(Signed) "NELLIE B. KEMPER,"

(SEAL)

Notary Public in and for said County and State
EXHIBIT "A"

Extract from the minutes of a special meeting of the Board of Directors of Santa Fe Land Improvement Company, duly and legally called and held at the office of the Company, Kerckhoff Building, Los Angeles, California, January 18th, 1923, at which a quorum was present and the following resolution was unanimously adopted:

RESOLVED:

That the Vice President E. O. Faulkner and Assistant Secretary G. Holterhoff, Jr., be, and they are hereby authorized and empowered for and in the name of this company to execute an agreement between this company and the San Dieguito Irrigation District, per draft thereof submitted to the Board at this meeting covering delivery and sale of water to the District from Lake Hodges.

ATTEST:

(Signed) "G. HOLTERHOFF, JR.,"
Assistant Secretary

A true copy (SEAL.)

EXHIBIT II

AGREEMENT

EXHIBIT II

THIS AGREEMENT, made and entered into this 12th day of March, 1926, by and between SAN DIEGUITO WATER COMPANY, a private corporation organized under the laws of Nevada, hereinafter called the "Company," SAN DIEGUITO IRRIGATION DISTRICT, an irrigation district in San Diego County, California, organized and existing under the California Irrigation Act, hereinafter called the "District," and the CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter situated in San Diego County, California, hereinafter called the "City."

WITNESSETH:

WHEREAS, heretofore, on January 18, 1923, the District entered into a contract with the Santa Fe Land Improvement Company, a California corporation, providing for the purchase by the District of a certain amount of water each year during the life of said contract, said water to be sold by said Santa Fe Land Improvement Company and delivered to said District from that certain reservoir situated in San Diego County, known as Lake Hodges, a copy of said contract being attached hereto marked "Exhibit "A" and made a part hereof, and

WHEREAS, said contract, as to the interests of said Santa Fe Land Improvement Company, has heretofore been assigned to said San Dieguito Water Company, and said Lake Hodges, together with certain other property constituting what is known as the San Dieguito Water system, has been transferred to the Company; and

WHEREAS, on October 5, 1925, the Company entered into an agreement with the City, by virtue of which the Company leased to the City that certain property known as the San Dieguito Water System for a term of thirty (30) years from said last named date, and agreed to give to said City an option to purchase said water system during said term and under which lease said City covenanted and agreed to assume and perform fully all of the obligations of the Company and of the Santa Fe Land Improvement Company under said contract of January 18, 1923, between Santa Fe Land Improvement Company and said District, or connected with or arising out of said contract during the entire term of said lease, and

WHEREAS, pursuant to the terms of said agreement between said City and the Company the said option provided for in said agreement has been granted to said City and said City is now the owner and holder thereof, and,

WHEREAS, the term of said contract of January 18, 1923, by its terms expires on September 30, 1950, and it is the desire of the District that the term of said contract be extended as hereinafter provided; and,

WHEREAS, all of the parties to said contract of January 18, 1923, declared that the predecessor in interest of the San Dieguito Water Company was not a public service corporation, and whereas, by contract dated October 5, 1925, between the City of San Diego and the San Dieguito Water Company, it was declared that said Company was not a public service corporation, and,

WHEREAS, the San Dieguito Water Company has at all times claimed and now avers that it is not a public utility and has not dedicated or appropriated and does not hereby intend and that it never has intended to dedicate or appropriate any of the water stored or to be stored, conveyed, or to be conveyed, or any of its properties to a public use; but it is willing that a portion of said waters herein referred to be disposed of to the District, provided, however, that that the District take delivery of such water in bulk in the quantity, and under the terms and conditions of said contract of January 18, 1923, except as herein modified:

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and of the making and execution by each of the parties hereto of this agreement, it is hereby agreed by and between the parties hereto as follows, to-wit:

The said term of said contract of January 18, 1923, between Santa Fe Land Improvement Company and said District shall be perpetual.

Nevertheless should it be held by a decree of any court of competent jurisdiction that an irrigation district cannot enter into a perpetual contract, then and in such event the District shall have the right and option to renew said contract of January 18, 1923, for a period of twenty-five (25) years from and after September 30, 1950. And it is further covenanted and agreed by and between the parties hereto that upon the expiration of said twenty-five (25) year period, the District shall have, and is hereby given an option to renew said contract for a further period of twenty-five (25) years; and the District is given the option to make as many renewals in twenty-five (25) year periods upon the same terms, covenants, and conditions as are contained in said contract of January 18, 1923, as it may elect so to do.

The options of renewals herein granted are given, however, upon condition that the governing body of the District shall, by proper resolution, signify its intentions of entering into a renewal contract as herein provided for and serve a certified copy of said resolution on the Company and the City at least six (6) months before September 30, 1950, or at least six (6) months before the expiration of any twenty-five (25) year period of the life of said contract as herein provided as the case may be; provided, however, that in the event the City shall have acquired said San Dieguito Water System from the Company by virtue of the option granted to and acquired by said City, as hereinbefore set forth, then said resolution shall be served only upon the City. In the event the

of adoption of such resolution by the governing body of the District and the service of a copy thereof, as herein provided, said contract of January 18, 1923, shall be renewed for the period of twenty-five (25) years as above provided without any further act on behalf of either of the parties hereto.

It is mutually agreed that it is the intention of the parties herto that the right of the District to a supply of water as provided in said contract of January 18, 1923, shall be perpetual; insofar as the parties hereto can legally make it so, it being the mutual understanding of the parties hereto that there is no other source of water supply available to the District.

It is further agreed by the parties hereto that in the event it should be determined that the Company has not the power to enter into a perpetual contract or one for a longer period than its life as a corporation then said contract of January 18, 1923, shall nevertheless continue in force during the life of the Company and shall bind its successors in interest and assigns.

It is further mutually understood and agreed that this agreement shall not operate or be effective to modify or change any contract or agreement to which any of the parties hereto may be a part, other than as it modifies said agreement of January 18, 1923, so as to make said water right perpetual, and said last named agreement shall be modified only to the extent herein specifically set forth. All parties however, agree to the modifications of their respective contracts to the extent of recognizing and confirming said perpetual right of the District to the amount of water provided for in said contract of January 18, 1923.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names and their respective corporate seals attached as of the day and year first above written.

(SEAL)

ATTEST:

(Signed) "STEPHEN JONES,"
Secretary

(SEAL)

ATTEST:

(Signed) "ALLEN H. WRIGHT,"
City Clerk

SAN DIEGUITO WATER COMPANY
By (Signed) "JOHN TREANOR"
SAN DIEGUITO IRRIGATION DISTRICT
By (Signed) "CHAS. H. WEBSTER"
By (Signed) "H. F. BEAUCHAMP"
By (Signed) "FRED COUTTS"
By (Signed) "A. VAN AMERSFOORT"
By (Signed) "W. H. SHAAF."

CITY OF SAN DIEGO,
By (Signed) "VIRGILIO BRUSCHI."
By (Signed) "JNO. A. HELD,"
By (Signed) "DON M. STEWART"
By (Signed) "L. C. MAIRE."
By (Signed) "FRED A. HEILBRON"

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

On this twelfth day of April, in the year one thousand nine hundred and twenty-six, before me, Kenneth L. Warner, a Notary Public in and for said County, personally appeared Chas. H. Webster known to me to be the President, and Stephen Jones, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

(Signed) "KENNETH L. WARNER,"
Notary Public in and for the
County of San Diego, State of
California.

(SEAL).
My commission expires June 20, 1926.

I hereby approve the form of the foregoing contract, March 12, 1926.
(Signed) "S. J. HIGGINS,"
City Attorney

RESOLVED: That the action of John Treanor, Vice President of this corporation, in entering into, executing and delivering that certain agreement, of date March 12, 1926, between San Dieguito Water Company, San Dieguito Irrigation District and City of San Diego, as inscribed in the minute book of this corporation, be, and the same is hereby ratified, approved and confirmed as the act and deed of this corporation.

(Then follows in the minutes a copy at length of the agreement to which this resolution is attached.)

STATE OF CALIFORNIA)
CITY & COUNTY OF SAN FRANCISCO) SS.

I, WM. H. METCALF, the Secretary of the San Dieguito Water Company, hereby certify that the foregoing is a true and correct copy of a resolution duly passed and adopted by the Board of Directors of said Company, at a meeting thereof duly called and held at the office of said company on the 25th day of March, 1926, as the said resolution appears in the minutes of said meeting and the same has not been rescinded or modified and is now in full force and effect, and that there is spread upon the minutes of said corporation a true copy of the agreement to which this resolution is attached.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 25th day of March, 1926.

(Signed) "WM. H. METCALF"
Secretary.

The foregoing two contracts were recorded as follows.

"Recorded at request of O. C. Jacobs, Feb. 13, 1923, at 7 minutes past 3 o'clock P.M. in Book 61, page 23 of Miscellaneous Records of San Diego County, California.

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

"Recorded at request of Stephen Jones, Secretary, April 13, 1926, 40 minutes past ten o'clock a.m., Book No. 75, page 85, Miscellaneous Records of San Diego County, California, John H. Ferry, County Recorder,

By N. C. PARSONS, Deputy.
Compared, Mary K. Stuart, Deputy
County Recorder."

SAN DIEGUITO IRRIGATION DISTRICT
SECRETARIAL CERTIFICATE

The secretary read to the Board letter from O'Melveny, Tuller and Myers, dated April 8, 1935, stating that Mr. Treanor had advised their Mr. Schwab that the proposed Amendatory Agreement with the City of San Diego was entirely satisfactory to him, and that they would execute the same so soon as they could get a quorum of their Board together.

The secretary also read to the Board a letter from Mr. Schwab of the same firm, dated April 9, 1935, stating that Mr. Rowe as Counsel for Reconstruction Finance Corporation, Washington, had wired that day approving the form of said proposed Amendatory Contract.

Upon motion made by Director Lamb, seconded by Director Bowles, the following resolution was introduced, its passage moved, and was thereupon unanimously passed and adopted by the affirmative vote of all of the Directors present, constituting the entire Board of Directors, as shown by the roll call vote immediately following said resolution:

RESOLUTION AUTHORIZING EXECUTION OF AMENDATORY
AGREEMENT BETWEEN SAN DIEGUITO IRRIGATION
DISTRICT, CITY OF SAN DIEGO, AND SAN DIEGO WATER
SUPPLY COMPANY, IN RESPECT TO MODIFICATION
OF CONTRACT DATED JANUARY 18, 1923, BETWEEN SANTA
FE LAND IMPROVEMENT COMPANY AND SAN DIEGUITO
IRRIGATION DISTRICT.

WHEREAS, after due and careful consideration, this Board of Directors considers it to be for the best interests of this District that the Agreement or Contract immediately hereafter set forth, be executed by this District;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of San Dieguito Irrigation District, that said District make, enter into, and execute the following agreement; and that L. P. McChesney as President, and F. H. Tolle as Secretary, and each of the Directors of said District, be and they are hereby authorized and directed to execute said agreement in the name of and as the corporate act of said District, and that the corporate seal of the District be thereto attached:

The Agreement referred to is hereby attached to these minutes opposite this page, and is hereby made a part hereof and thereof, and is that certain Agreement dated April 2, 1935, by and between San Dieguito Irrigation District, City of San Diego, and the San Diego Water Supply Company, temporarily modifying that certain Contract dated January 18, 1923, made and entered into between this District and Santa Fe Land Improvement Company in respect to the District's water supply.

The foregoing Resolution was passed and adopted by the following roll call vote:

AYES: Directors George E. Bowles, James C. Files,
Harvey W. Lamb, L. P. McChesney, A. VanAmersfoort

NOES: NONE

ABSENT: NONE

The undersigned, F. H. Tolle, hereby certifies that he is the duly appointed, qualified and acting Secretary of the Board of Directors of San Dieguito Irrigation District; that the above and foregoing is a full, true and correct copy of an extract and Resolution from the Minutes of a meeting of said Board duly and regularly held on the 10th day of April, 1935; and further certifies that the executed Agreement to which this Secretarial Certificate is attached, is a full, true and correct copy of the Agreement referred to in the foregoing Resolution and which is attached to and made a part of the Minutes of Board of Directors of said District, as above set forth.

F. H. TOLLE

(SEAL)

Secretary of the Board of Directors of San Dieguito Irrigation District.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Dieguito Irrigation District re water rates; being Document No. 292650.

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 May, 1935, 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 sometimes called the City, and WALTER J. HENDERSON, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee 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 tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; the lands hereby leased being more particularly described as follows, to-wit:

Beginning at the point of 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 the southwesterly prolongation of the northwesterly line of Laurel Street; thence southwesterly along the southwesterly prolongation of the northwesterly line of Laurel Street, a distance of 31.28 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 100 feet to a point; thence northeasterly on a line parallel to and distant 100 feet northwesterly from the northwesterly line of Laurel Street and its southwesterly prolongation a distance of 43.97 feet to a point on the said mean high tide line of the Bay of San Diego; thence southwesterly following along the said mean high tide line, first south 10° 43' 10" east a distance of 26.64 feet to a point; thence south 13° 46' 10" east a distance of 74.20 feet to the point or place of beginning, containing 3711 square feet, or 0.85 acres, of land.

The lands hereinabove described being shown on the map or plat marked Exhibit "A", and 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 twenty (20) years beginning on the 1st day of May, 1935, and ending on the 30th day of April, 1955, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, commencing on the 1st day of May, 1935, the sum of four cents (4¢) per square foot per year;

For the second five-year portion of said term, the sum of six cents (6¢) per square foot per year;

For the third five-year portion of said term, the sum of eight cents (8¢) per square foot per year;

For the fourth and final five-year portion of said term, the sum of ten cents (10¢) per square foot per year.

All rentals hereunder shall be due and payable monthly in advance upon 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 Harbor Commission evidenced by resolution duly and regularly passed and adopted.

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 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 or 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 for the purpose of conducting and maintaining thereon a service station and/or any other commercial use not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-named business or businesses.

(2) That said lessee shall at the expiration of termination of this lease have the right, and shall be required, to remove all improvements placed upon said premises by him.

(3) That all plans for buildings 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) It is expressly understood and agreed by said Lessee that the Council of said City 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 Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out of the adopted harbor plan in any way whatsoever, at his own cost and expense, and without any claim or right to damages or compensation therefor.

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

(6) In the event that the Lessee shall fail to establish and maintain the business or businesses 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 him under this lease undertaken, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, 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 hereunder; and said lessee, in accepting this lease hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(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, thereby are made a part of this lease with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor
Commission

WALTER J. HENDERSON, Lessee
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney.

I hereby approve the form of the foregoing Lease, this 13th day of March, 1935.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease with Walter J. Henderson, being Document No. 292655.

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

KNOW ALL MEN BY THESE PRESENTS, That we, O. D. WETMORE, as Principal, and FIREMAN'S FUND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, 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 dollars (\$412.00), lawful money of the United States, 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 9th day of May, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 10th day of May, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

One (1) #57 Cowdrey Brake Tester, constructed to adjust itself automatically to all wheel bases, from 100 inches to 228 inches; designed for pit mounting, with roller flush with floor; equipped with four (4) sets of rollers, each operating independent of the other, rollers 30 inches in width; equipped with four (4) three-phase, 60 cycle, 220 volt, 1-1/2 H.P. electric motors, each motor operating one set of rollers; over-all width 12 feet; over-all length 24 feet;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 9th day of May, 1935.

O. D. WETMORE, Principal
FIREMAN'S FUND INDEMNITY COMPANY
Surety
By M. G. WHITE, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 9th day of May in the year one thousand nine hundred and thirty-five before me, Algy E. Lillcrap, a Notary Public in and for said San Diego County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared M. G. WHITE known to me to be the Attorney in Fact of FIREMAN'S FUND INDEMNITY COMPANY the company 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 company, and he duly acknowledged to me that such company 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 expires
May 29, 1937.

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

I hereby approve the form of the within Bond, this 8 day of May, 1935.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City
Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 14th day of May, 1935.

PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
BRUCE R. STANNARD
JOHN S. SIEBERT
HARRY WARBURTON

(SEAL) ATTEST:

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

CONTRACT

Members of the Council.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 10th day of May, 1935, by and 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 O. D. WETMORE, 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, f.o.b. cars or dock, San Diego, California,

One (1) #57 Cowdrey Brake Tester, constructed to adjust itself automatically to all wheel bases, from 100 inches to 228 inches; designed for pit mounting, with roller flush with floor; equipped with four (4) sets of rollers, each operating independent of the other, rollers 30 inches in width; equipped with four (4) three-phase, 60 cycle, 220 volt, 1-1/2 H.P. electric motors, each motor operating one set of rollers; over-all width 12 feet; over-all length 24 feet;

all in accordance with the specifications therefor contained in Document No. 292049, filed in the office of the City Clerk of said City March 26, 1935.

Said contractor further agrees to furnish, at the convenience of The City of San Diego, and without additional charge, a man competent to supervise and direct the installation of the equipment at such point in The City of San Diego as may be directed by the City Manager of said City.

Said contractor agrees to furnish and deliver said brake tester hereinabove described within Sixty days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said brake tester hereinabove described at and for the sum of sixteen hundred forty-four and 90/100 dollars (\$1644.90).

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 under taken by him to be performed, and the acceptance of said brake tester by said City, will pay said contractor, in warrants drawn upon the proper fund of said city, the sum of

sixteen hundred forty-four and 90/100 dollars (\$1644.90); said payments to be made as follows:

Upon completion of the delivery of said brake tester, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager, 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that he will be bound by each and every part of this contract, and furnish and deliver said brake tester, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 62949, authorizing such execution; and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Asst. City
Manager

O. D. WETMORE, Contractor

I hereby approve the form of the foregoing contract, this 8 day of May, 1935.

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 O. D. Wetmore, being Document No. 292747.

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

By *August M. Kadatzen* Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, JONES DECORATING COMPANY, INC., a corporation, as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are 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 dollars (\$250.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally firmly by these presents.

Signed by us and dated this 24th day of May, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of May, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said city, from City shops at 20th and B Streets, in The City of San Diego, decorations, consisting of flags and banners, for fifty strings, to be placed on trolley wires along Broadway, from Kettner Boulevard to 12th Street, in The City of San Diego; all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, this 24th day of May, 1935.

JONES DECORATING COMPANY,
Principal
E. S. JONES, Per R.M. BOHNHARDT
E. S. JONES, Pres.

UNITED STATES FIDELITY AND
GUARANTY COMPANY
By T. W. WISDOM, Its Attorney-
In Fact

(SEAL)

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

On this 24th day of May in the year one thousand nine hundred and Thirty-five, 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
Feb. 26, 1937.

AGNES L. WHYTE
Notary Public in and for Los Angeles County,
State of California.

I hereby approve the form of the within Bond, this 27th day of May, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council this 28th day of May, 1935.

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

RAYMOND M. WANSLEY
WALTER C. WURFEL
JOHN S. SIEBERT
BRUCE R. STANNARD
HARRY WARBURTON
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of May, 1935, 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 hereinafter sometimes designated as the City, and JONES DECORATING COMPANY, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said city, f.o.b. City Shops at 20th and B Streets, in The City of San Diego:

Decorations, consisting of flags and banners, for fifty strings, to be placed on trolley wires along Broadway, from Kettner Boulevard to 12th Street, in The City of San Diego; said flags and banners to be equipped with bands and grommets on the tops thereof, so that they may be fastened to the trolley wire with heavy strings or wires; each of said flags and banners also to contain one pocket four feet in length, so that a lath can be placed therein to insure straight hanging at all times.

Said decorations shall be of the designs and colors set forth in letter dated May 13, 1935, addressed to the Assisting Purchasing Agent of The City of San Diego by the contractor, a copy of which is hereto attached, marked Exhibit "A", and made a part hereof, and as shown on sketch submitted to the Director of Public Works of said City. All of said decorations to be approved by said Director of Public Works.

All of said decorations to be manufactured of batfast material, in size of four feet wide by six feet long, and to show design on both sides; and said contractor agrees to furnish said City with a written guarantee, guaranteeing the quality, color and design of said decorations for a period of at least six months from and after May 29th, 1935.

Said contractor further agrees to furnish, without additional charge, a man competent to supervise and direct the starting of the placing of said decorations.

Said contractor further agrees to furnish and deliver said decorations hereinabove described on or before May 27th, 1935.

Said contractor agrees to furnish and deliver said decorations at and for the sum of nine hundred ninety dollars (\$990.00).

~~Said contractor agrees to furnish and deliver said decorations at and for the sum of nine hundred ninety dollars (\$990.00).~~

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 decorations by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of nine hundred ninety dollars (\$990.00); said payments to be made as follows:

Upon completion of the delivery of said decorations, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the delivery to the satisfaction of the City Manager and said decorations are accepted by The City of San Diego, and until release shall have been executed and filed 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. When the terms of the contract shall have been duly complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said decorations, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through its City Manager, 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 F. M. LOCKWOOD,
Acting City Manager

JONES DECORATING CO., INC.
Contractor

E. S. JONES, Pres.
E. S. JONES - Per R.M. BOHNHARDT
Sec.

(SEAL)

I hereby approve the form of the foregoing contract, this 27th day of May, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney.

EXHIBIT "A"

May 13, 1935

Mr. J. H. Shaw:--
Mr. H. J. Schaper,
Asst. Purchasing Agent,
City of San Diego, California.
Gentlemen:

In reference to your request to bid on May 10th, regarding the decorations for City of San Diego, I wish to suggest the following plan.

On the fifty strings of trolley wires along Broadway from Kettner Blvd. to Twelfth St. in the City of San Diego, we will furnish the following decorations. As per sketch submitted to you, you will notice in the center of the street several banners. The first banner will be the official San Diego Exposition banner. On the next line will be the San Diego City flag, and on the third line will be the California Bear flag. The next line, the fourth, will be the same as the first line.

Next to the center banner on each side will be placed historical banners portraying the History of San Diego. The first banner you will notice, will be a scene of the landing of Cabrillo in 1542. The next wire will show the founding of the Mission by Father Junipero Sierra in 1769, and on the next wire will be the scene of transportation describing the present day 1935, transportation methods, which indicates the airplane (which San Diego is noted for) the stream line train, etc. You will also notice banner with scene in Balboa Park as first used in 1868. These historical banners will be repeated throughout the fifty lines of decorations so that the visitors, in driving down Broadway will be able to see the different historical points of interest pertaining to the founding of your Commonwealth.

There is considerable art work throughout in the preparation of this decorations. On each side of these historical banners we will place colors of red, white, and blue, alternating on each wire with California State colors of Blue and Gold, which are the Exposition colors.

All of these decorations will be manufactured of batfast material, which is a guaranteed fast color material, in size of four feet wide by six feet long and will show the design on both sides of the flat. There will be a band and two grommets on top of the flag. These flags can be fastened to the trolley wire with heavy string or wire to insure their staying the full length of time. We will also furnish one pocket to each flag four feet long so that the lath can be placed in the flag to insure its hanging straight at all times.

All of these decorations can be furnished and delivered to your city shop at 20th and B Sts. in San Diego. We will also furnish you with a man to supervise the start of the decorations for one half day. However if the man's time is needed a complete day, we will cooperate. All these decorations will be furnished as outlined for \$990.00.

In furnishing our decorative plan we are assuming that the City of San Diego is interested in something outstanding in decorations and will want to impress upon the visitors, coming from every State in the Union, that the City of San Diego is advanced, not only in the Exposition, but in the decorating of the streets. We can refer you to the Pasadena Tournament of Roses Association where we have been the official decorators for a number of years.

Respectfully yours,
JONES DECORATING COMPANY
E. S. JONES (Signed)
Proprietor

ESJ:EC

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Jones Decorating Company, Inc.; being Document No. 293130.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, STANDARD FURNITURE COMPANY, a corporation, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are 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 twenty-nine dollars (\$429.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of May, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of May, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

- ITEM 1. 250 chairs with five ply back 7/16" thick, five ply seat, 7/16" thick, plain roll back, no upholstering;
- ITEM 2. 50 chairs, same as Item 1, except with padded upholstered plain roll seat;
- ITEM 3. 100 chairs, same as Item 1, except with full box spring seat;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 17th day of May, 1935.

(SEAL) ATTEST:
J. L. THOMPSON

STANDARD FURNITURE COMPANY,
a corporation, Principal
By ALBERT A. DRYER

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

MARYLAND CASUALTY COMPANY, Surety
By FRANCES GRAY, Attorney-in-Fact

On this 17th day of May in the year one thousand nine hundred and thirty-five, before me, L. W. SUDMEIER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANCES GRAY known to me to be the duly authorized Attorney-in-Fact of MARYLAND CASUALTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation, and the said FRANCES GRAY acknowledged to me that he subscribed the name of the MARYLAND CASUALTY COMPANY 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)

L. W. SUDMEIER
Notary Public in and for said County and State

My Commission Expires April 14, 1936

I hereby approve the form of the within Bond, this 24 day of May, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council this 28th day of May, 1935.

(SEAL) ATTEST:

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

RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
A. W. BENNETT
JOHN S. SIEBERT
BRUCE R. STANNARD
Members of the 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 24th day of May, 1935, by and 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 STANDARD FURNITURE 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, f.o.b. cars San Diego:

- ITEM 1. 250 chairs with five ply back 7/16" thick, five ply seat, 7/16" thick, plain roll back, no upholstering;
- ITEM 2. 50 chairs, same as Item 1, except with padded upholstered plain roll seat;
- ITEM 3. 100 chairs, same as Item 1, except with full box spring seat.

Chairs to be auditorium type similar to American Seating Company's No. 601, and in accordance with specifications therefor on file in the office of the City Clerk of said City, bearing Document No. 292249.

Said contractor agrees to furnish and deliver said chairs hereinabove described within thirty (30) days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said chairs hereinabove described at and for the price of one thousand seven hundred twelve and 50/100 dollars (\$1712.50).

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 chairs by said City, will pay said contractor, in warrants drawn upon the proper fund of said city, the sum of one thousand seven hundred twelve and 50/100 dollars (\$1,712.50); said payments to be made as follows:

Upon completion of the delivery of said chairs, 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%) shall not become due and payable until the completion of the delivery to the satisfaction of the Harbor Commission, and they are 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. When the terms of the contract shall have been fully complied with to the satisfaction of the Harbor Commission of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Harbor Commission, in writing, having been first obtained.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said chairs, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Harbor Commission of The City of San Diego to that effect.

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.

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 Resolution No. 63004, authorizing such execution, and the 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. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission.
STANDARD FURNITURE CO., Contractor
By ALBERT A. DRYER

(SEAL) ATTEST:
J. L. THOMPSON

I hereby approve the form of the foregoing contract, this 24 day of May, 1935.
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 Standard Furniture Company, being Document No. 293134.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, JOSEPH M. KENDALL, doing business under the firm name and style of CONSOLIDATED BUILDING SPECIALTIES 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 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 twenty-nine dollars (\$429.00), lawful money of the United States, 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 17th day of May, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of May, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

- ITEM 1. 250 chairs with five ply back 7/16" thick, five ply seat, 7/16" thick, plain roll back, no upholstering;
- ITEM 2. 50 chairs, same as Item 1, except with padded upholstered plain roll seat;
- ITEM 3. 100 chairs, same as Item 1, except with full box spring seat;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 17th day of May, 1935.

JOSEPH M. KENDALL
Doing business under the firm name and style of
CONSOLIDATED BUILDING SPECIALTIES COMPANY,
Principal
MARYLAND CASUALTY COMPANY, Surety
By FRANCES GRAY, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) sa.

On this 17th day of May in the year one thousand nine hundred and thirty-five, before me L. W. SUDMEIER a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANCES GRAY known to me to be the duly authorized Attorney-in-Fact of MARYLAND CASUALTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation, and the said FRANCES GRAY acknowledged to me that he subscribed the name of the MARYLAND CASUALTY COMPANY 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) L. W. SUDMEIER
My Commission Expires Notary Public in and for said County and State
April 14, 1936.

I hereby approve the form of the foregoing Bond this 24th day of May, 1935
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council this 28th day of May, 1935.

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

RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
A. W. BENNETT
JOHN S. SIEBERT
BRUCE R. STANNARD
Members of the 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 24th day of May, 1935, by and 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 JOSEPH M. KENDALL, doing business under the firm name and style of CONSOLIDATED BUILDING SPECIALTIES 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, f.o.b. cars San Diego:

- ITEM 1. 250 chairs with five ply back 7/16" thick, five ply seat, 7/16" thick, plain roll back, no upholstering;
- ITEM 2. 50 chairs, same as Item 1, except with padded upholstered plain roll seat;
- ITEM 3. 100 chairs, same as Item 1, except with full box spring seat.

Chairs to be auditorium type similar to American Seating Company's No. 601, and in accordance with specifications therefor on file in the office of the City Clerk of said City, bearing Document No. 292249.

Said contractor agrees to furnish and deliver said chairs hereinabove described within thirty (30) days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said chairs hereinabove described at and for the price of one thousand and seven hundred twelve and 50/100 dollars (\$1712.50).

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 chairs by said City, will pay said contractor, in warrants drawn upon the proper fund of said city, the sum of one thousand seven hundred twelve and 50/100 dollars (\$1,712.50); said payments to be made as follows:

Upon completion of the delivery of said chairs, 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%) shall not become due and payable until the completion of the delivery to the satisfaction of the Harbor Commission, and they are 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. When the terms of the contract shall have been fully complied with to the satisfaction of the Harbor Commission of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Harbor Commission, in writing, having been first obtained.

Said contractor hereby agrees that he will be bound by each and every part of this contract, and furnish and deliver said chairs, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Harbor Commission of The City of San Diego to that effect.

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.

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 Resolution No. 63003, authorizing such execution; and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLIKA
Members of the Harbor Commission

JOSEPH M. KENDALL
Doing business under the firm name and style of
CONSOLIDATED BUILDING SPECIALTIES COMPANY

I hereby approve the form of the foregoing Contract, this 24th day of May, 1935.

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 Joseph M. Kendall (doing business under firm name and style of Consolidated Building Specialties Co.; being Document No. 293135.

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, R. E. HAZARD CONTRACTING COMPANY, a corporation, as principal, and PACIFIC INDEMNITY COMPANY, a body corporate, duly incorporated under the laws of the State of California, and authorized to act as surety under the act of Congress, approved August 13, 1834, whose principal office is located in Los Angeles, State of California, a corporation organized and existing under and by virtue of the laws of the State of _____, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand three hundred ninety-two dollars (\$2,392.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23 day of May, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 23 day of May, 1935, entered into the annexed contract with said The City of San Diego to furnish and deliver to said City approximately fourteen hundred (1400) tons of asphalt concrete base material and approximately seven hundred (700) tons of asphalt concrete wearing surface material; all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 23 day of May, 1935.

(SEAL) ATTEST:
D. H. DUNBAR

R. E. HAZARD CONTRACTING CO.,
Principal
By R. E. HAZARD, Pres.

(SEAL)

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

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

On this 23rd day of May in the year one thousand nine hundred and THIRTY-FIVE, before me, TULA AABERG a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. D. SPICER 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 R. D. SPICER 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
June 15, 1936.

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

I hereby approve the form of the foregoing Bond this 25 day of May, 1935.
Approved F. M. LOCKWOOD
Acting City Mgr.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City
Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 28th day of May, 1935.

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

A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
JOHN S. SIEBERT
BRUCE R. STANNARD
Members of the 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, ~~County of San Diego~~, State of California, this 23 day of May, 1935, by and 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, 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, f.o.b. point of use on El Cajon Avenue, in said City, approximately fourteen hundred (1400) tons of asphalt concrete base material and approximately seven hundred (700) tons of asphalt concrete wearing surface material; all in accordance with the specifications contained in Sections 29 and 30 of The City of San Diego Specifications Series 2-29, on file in the office of the City Clerk of said City, bearing Document No. 288880.

Said contractor agrees to commence the delivery of said material on the 25 day of May, 1935, and to deliver approximately fifty (50) tons of said material per day, and/or at such times as may be directed by the Director of Public Works of said City, and to complete the delivery of said material within 40 days from and after the date of the execution of this contract. Said material shall be delivered at the point of use on El Cajon Avenue directed by the Director of Public Works of said City.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the following prices:

Asphalt concrete base material, per ton,	\$ 4.39
Asphalt concrete wearing surface material,	
per ton,	4.89

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, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For Asphalt concrete base material, per ton,	\$ 4.39
For asphalt concrete wearing surface material,	
per ton,	4.89;

said payments to be made as follows:

Estimates, based on contract price, will be made and certified by the Director of Public Works semi-monthly, on the 10th and 25th days, of the amount of material furnished during the preceding half month, or since the previous estimate. From the total thus computed a deduction of twenty-five per cent (25%) will be made. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid 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 delivery of said material to the satisfaction of the Director of Public Works, and it is accepted by The City of San Diego, and until release shall have been executed and filed, as hereinafter provided, ~~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 any excess in the cost of the material above the contract price. When the terms 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. No estimate shall be paid before being certified by the Director of Public Works and approved by the City Manager of The City of San Diego.

Said Contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said Contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63046 of the Council, authorizing such execution, and the Contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Acting City
Manager

(SEAL) ATTEST:
D. A. DUNBAR

R. E. HAZARD CONTRACTING CO.,
Contractor

By R. E. HAZARD, Pres.

I hereby approve the form of the foregoing contract, this 25th day of May, 1935

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 Co.; being Document No. 293094.

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

ALTERATION OF CONTRACT

THIS AGREEMENT, made and entered into this 31st day of May, 1935, 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 City Manager of said City, party of the first part, and AMERICAN CONCRETE AND STEEL PIPE COMPANY, a corporation, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

THAT WHEREAS, the parties hereto, under date of February 5, 1935, entered into a certain contract, which said contract is on file in the office of the City Clerk, bearing Document No. 291332, and recorded in Book 8, page 233, records of said City Clerk, whereby said contractor agreed to furnish and sell to said City, and said City agreed to purchase certain material as follows, to-wit:

8,360 lin. ft.	4" drain tile, at \$.0675 per ft.
17,980 lin. ft.	6" drain tile, at \$.105 per ft.
746 lin. ft.	18" reinforced concrete pipe, at \$1.55 per ft.
3,980 lin. ft.	24" reinforced concrete pipe, at \$1.95 per ft.
2,540 lin. ft.	30" reinforced concrete pipe, at \$3.05 per ft.
2,778 lin. ft.	36" reinforced concrete pipe, at \$3.95 per ft.

AND WHEREAS, the parties to said contract desire that a lesser quantity of certain sizes of pipe than specified in said contract shall be delivered and purchased thereunder, and that a greater quantity of certain sized pipe of equal value shall be delivered and purchased;

NOW, THEREFORE, in consideration of the premises, the parties hereto mutually agree together as follows:

That from the quantities of pipe required to be furnished by said contractor and purchased by said City under said contract, there shall be deducted the following:

134 lin. ft. of 36" RC pipe	\$ 529.30
145 lin. ft. of 24" RC pipe	282.75
350 lin. ft. of 4" tile drain	23.62
750 lin. ft. of 6" tile drain	78.75

\$ 914.42

and that in lieu thereof there shall be furnished by said contractor and paid for by said City an additional amount over that required to be furnished in said contract of 590 lin. ft. of 18" reinforced concrete pipe, at a total price therefor of \$914.50.

That except as hereinabove altered said contract, and all the terms and conditions thereof as originally entered into, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, and the 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.

This alteration agreement shall take effect only when and from the date that the same shall have been authorized and approved by the City Council of said City, evidenced by resolution duly adopted.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Acting City
Manager
AMERICAN CONCRETE & STEEL PIPE CO
Contractor

By B. PRIMMER, Dist Mgr

I hereby approve the form of the foregoing alteration agreement this 29th day of May, 1935.

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 Alteration of Contract, with American Concrete & Steel Pipe Co.; being Document No. 293210.

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

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D.C.
NOTICE OF RENEWAL

API-24
MAY 29 1935

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, 1935, and ending with June 30, 1936, 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 Notice of Renewal of Lease, with United States Department of Agriculture, being Document No. 293237.

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

AGREEMENT FOR MODIFICATION OF LEASE

WHEREAS, the Harbor Commission of the City of San Diego, thereunto duly authorized by Resolution No. 59770 of the Council of the City of San Diego, made and entered into a lease for a certain portion of the tidelands of said City with Hartley J. Stackhouse, which said lease is dated April 1, 1933, bearing official Document No. 281964, recorded in Book 7, page 401, official records of the City Clerk of said City; which said lease was thereafter amended in certain particulars pursuant to a modification agreement executed by the parties and duly authorized by Resolution No. 62072 of the Council of the City of San Diego, which said modification agreement is on file in the office of the City Clerk of said City, bearing Document No. 290444, and recorded in Book 8, page 191 official records of the City Clerk of said City; and

WHEREAS, the said Harbor Commission and the said Hartley J. Stackhouse desire further to amend and modify said lease, as amended, in the manner hereinafter recited:

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED by and between the Harbor Commission of the City of San Diego and Hartley J. Stackhouse that said above described lease as heretofore modified and amended, is hereby further modified and amended in the following particulars, and none other:

(1) The description of the lands included and leased under said lease, as the same appears on page one thereof, is hereby changed to read as follows:

"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 south 53° 31' 50" west along the southwesterly prolongation of the southeasterly line of Palm Street a distance of 22 feet to the true point or place of beginning; thence southeasterly parallel to the said mean high tide line, the following courses: - first, south 37° 54' 40" east a distance of 20.50 feet; thence south 36° 11' 40" east a distance of 99.57 feet; thence south 35° 37' 10" east a distance of 42.54 feet to a point, said point being distant 22 feet southwesterly from the said mean high tide line; thence southwesterly on a line parallel to and distant 162.60 feet southeasterly from the southwesterly prolongation of the southeasterly line of Palm Street, a distance of 73.42 feet to a

point on a curve concave to the southwest having a radius of 2137.50 feet, the center of which bears south 60° 40' 24" west; thence northwest along the arc of said curve, an arc distance of 163.25 feet to a point on the southwesterly prolongation of the southeasterly line of Palm Street; thence north 53° 31' 50" east along the southwesterly prolongation of the southeasterly line of Palm Street a distance of 59.96 feet to the true point or place of beginning, containing 10,690 square feet.

The parcel of land hereinabove described being shown upon a plat marked Exhibit "A", attached to and made a part of this agreement and of said lease."

That except as hereinabove amended, said lease as heretofore modified, and all of the terms and conditions thereof, shall remain unchanged.

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 hereunto set his hand this 14th day of June, 1935.

This instrument shall be deemed effective as of the date of its execution as herein 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.

HARTLEY J. STACKHOUSE

Lessee.

I hereby approve the form of the foregoing Agreement for Modification of Lease, this 24 day of May, 1935.

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 Agreement for Modification of Lease with Hartley J. Stackhouse. Being Document No. 293369.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By *August M. Kadstrom* Deputy.

AGREEMENT FOR AMENDMENT OF CONTRACT

THIS AGREEMENT, made and entered into this 11th day of June, 1935, 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 City Manager of said City, party of the first part, hereinafter sometimes designated as the City, and W. H. RUMBLE, party of the second part, hereinafter sometimes designated as the contractor, WITNESSETH:

THAT WHEREAS, under date of February 26, 1935, the parties hereto entered into a certain contract, which said contract is on file in the office of the City Clerk of said City, bearing Document No. 291659, and recorded in Book 8, page 253, records of said City, by the terms of which contract the contractor agreed to furnish all tools, labor, transportation, materials, equipment and supplies necessary or incidental to the improvement of Atlantic Street, between certain described limits thereof, in accordance with those certain drawings and specifications on file in the office of the City Clerk of said City, and bearing said Clerk's Document No. 290474; and

WHEREAS, it appears that a mutual mistake and error is contained in the specifications for the light standards to be installed under said contract, which said specifications required said standards to have a 55 inch base with a shaft 143 inches, top casting 10 inches and lighting unit 23 inches, to a light center, giving a total height of 18 feet, 5 inches, whereas, in truth and in fact it was intended by both parties to said contract that said specifications should require a base of 45 inches with a shaft of 143 inches, top casting 10 inches, and lighting unit 23 inches, to a light center, making a total height of 18 feet, 5 inches;

NOW, THEREFORE, in consideration of the premises, and for the purpose of making said contract and specifications conform to the true intent and understanding of the parties thereto, it is hereby agreed that said contract and the specifications referred to therein shall be changed and corrected to require the furnishing by said contractor of light standards having a base of 45 inches instead of a base of 55 inches, as erroneously called for therein.

That in all other respects said contract, plans and specifications shall remain as originally drawn and filed as Documents numbered 291659 and 290474, respectively.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager pursuant to the authorization of Resolution No. 63410 of the resolutions of the Council of said City, and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. M. LOCKWOOD

Acting City Manager.

W. H. RUMBLE

Contractor.

I hereby approve the form of the foregoing Agreement for Amendment of Contract this 10th day of June, 1935.

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 Agreement for Amendment of Contract with W. H. Rumble. Being Document No. 293376.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By *August M. Kadstrom* Deputy.

FORM OF CONTRACT

THIS AGREEMENT, MADE and entered into at The City of San Diego, County of San Diego, State of California, this 20th day of November, 1934, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, acting by and through its Council, hereinafter sometimes designated as the City, and M. H. GOLDEN 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 the EL CAPITAN RESERVOIR DAM TUNNEL INNER LINING 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 15th day of October, 1934, marked, "Document No. 289826," and entitled "Notice Inviting Bids, Proposal, Drawings and Specifications, EL CAPITAN RESERVOIR DAM TUNNEL INNER LINING" said plans consisting of three sheets, and said specifications consisting of forty-two 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 Division of Development and Conservation of the Water Department of said City, subject to written approval, by the City Manager and by the Council evidenced by Resolution.

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 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 eight (8) hours during any one calendar day, in violation of the provisions of the Charter of the City of San Diego 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 Charter; 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 said Charter and/or of the Public Work Alien Employment Act of the State of California (Statutes of 1931, Chapter 398) or contrary to Section 197 of the Charter of the City of San Diego 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 Charter and/or said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

ARTICLE VII. The Contractor further agrees and covenants that in the performance of the work contemplated by this contract he will conform to, abide by and observe all of the requirements included in the following specific conditions:

1. Labor Preferences.- In the employment of labor, preference shall be given, when they are qualified, to ex-service men with dependents, and then in the following order (a) to citizens of the United States who are bona fide residents of the City of San Diego or who filed declaration of intention to become citizens, and (b) to citizens of the United States who are residents of the State of California or who have filed declaration of intention to become citizens.

2. Convict Labor.- No convict labor shall be employed on the work and no materials manufactured or produced by convict labor shall be used on the work.

3. Forty-Hour Week.- Except in executive, administrative and supervisory positions, so far as practical and feasible, in the opinion of the engineer, no individual directly employed on the work shall be permitted to work more than forty hours in any one week.

4. Wages.- (a) A clear, legible statement of all minimum wage rates to be paid to the several classes of labor, workmen and mechanics to be employed on the work shall be posted in a prominent and easily accessible place at the site of the work, and the contractor and all subcontractors shall keep a true and accurate record of the hours worked each day by each employee and the wages paid to each employee, and shall furnish the engineer with a sworn statement thereof on demand.

(b) Designated minimum rates of wages shall not be used in discriminating against assistants, helpers, apprentices and serving laborer who work and serve skilled journeymen mechanics and who are not termed as "laborers."

5. Human Labor.- The maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economic and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery.

6. Accident Prevention.- The contractor shall at all times exercise reasonable precautions for the safety of employees on the work and shall comply with all applicable provisions of the Federal, State and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in ac-

cordance with safety codes approved by the American Standards Association, unless such codes are incompatible with Federal, State or Municipal laws or regulations.

7. Materials.- No machinery or materials shall be used or employed in connection with such construction work except as shall have been produced or manufactured in the United States or its territories.

8. Local Preference.- So far as practicable, preference shall be given to the use of locally produced materials if such does not involve higher cost, inferior quality or insufficient quantities, subject to the determination of the engineer.

ARTICLE VIII. 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 relating to the rate of wages to be paid on public work 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 the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Classification	Per Diem Wage of 8 Hours	Classification	Per Diem Wage of 8 Hours
Auto Mechanics	\$ 6.40	Flunkkeys	\$ 5.00
Blacksmiths	6.40	General Foremen	9.00
Blacksmith Helpers	5.00	Laborers	5.00
Carpenter Foremen	9.00	Materialmen	5.00
Carpenters	8.00	Mechanics	6.40
Carpenter Apprentices	5.00	Mechanics Helpers	5.00
Clerks	5.00	Mechanic Trouble Shooters	6.00
Cement Finishers	7.00	Pump Men	5.00
Compressor Operators	6.00	Reinforcing Steel Workers	8.00
Concrete Finishers	7.00	Reinforcing Steel Foremen	9.00
Concrete Finisher Helpers	5.00	Superintendents	9.00
Concrete Foremen	6.00	Tractor Operators over 50 H.P.	7.20
Concrete Form Builders	8.00	Tractor Operators under 50 H.P.	6.80
Concrete Spreaders	5.50	Timekeepers	5.00
Concrete Tampers	5.00	Truck Drivers under 15,500 pounds	5.50
Concrete Mixermen	8.00	Truck Drivers over 15,500 and under 25,000 pounds	6.00
Cooks	5.50	Truck Drivers over 25,000 pounds	6.50
Crane Operators	7.00	Watchmen	4.50
Drill Sharpeners	6.00	Other classes not less than	5.00
Electricians	8.00		
Electrician Helpers	6.50		

For over time work when the same is permitted by law, 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.

ARTICLE IX. 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 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.

THE CITY OF SAN DIEGO.
By RUTHERFORD B. IRONES
WILL H. CAMERON
HARRY WARBURTON
DAN ROSSI
Members of the Council.

M. H. GOLDEN
Contractor.

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

I hereby approve the form and legality of the foregoing contract, this 20th day of November, 1934.

C. L. BYERS
City Attorney of the City of San Diego.
By H. B. DANIEL
Deputy.

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE
ORDER OF THE PRESIDENT OF THE UNITED STATES
DATED MARCH 14, 1934, AND ENTITLED, "GOVERN-
MENT CONTRACTS AND CONTRACTS INVOLVING THE
USE OF GOVERNMENT FUNDS".

IT IS HEREBY CERTIFIED that the undersigned is complying with and will continue to comply with each approved code of fair competition to which he is, or may become, subject; and that The City of San Diego shall have the right to cancel this contract for failure to comply with this provision thereof, and thereafter made open market purchases or have the work called for by the contract otherwise performed, at the expense of the contractor.

THE UNDERSIGNED FURTHER CERTIFIES that he will not accept or purchase for the performance of this work or enter into any subcontracts for any articles, materials or supplies, in whole or in part produced or furnished by any person who shall not have certified that he is complying with and will continue to comply with each code of fair competition which relates to such articles, materials or supplies; or in case there is no approved code for the whole or any portion thereof, then, to that extent, with an agreement with the President under Section (a) of the National Industrial Recovery Act.

WE HEREBY FURTHER AGREE that whenever a dispute shall arise, between The City of San Diego and the undersigned, supplier of materials, or other person, as to compliance with any code of fair competition or with an agreement with the President under Section

4(a) of the National Industrial Recovery Act in connection with this contract, subcontract or purchase order mentioned herein, the Administrator for Industrial Recovery or such agency as he shall designate shall decide such dispute; and for the purposes of action under this executive order it is agreed that such decision shall be final and conclusive; and it is further agreed that the determination of such agency of the United States shall be effective for all purposes, pending such final decision.
Dated 10/30, 1934. (Signed) M. H. GOLDEN

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT M. H. Golden as principal, and Standard Surety & 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 Thirty-nine Thousand Eight Hundred Eighty-three and 31/100 Dollars, (\$39,883.31) (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 20th day of November, 1934.

The condition of the 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 El Capitan Reservoir Dam Tunnel Inner Lining 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 15 day of October, 1934, marked Document No. 289826 and endorsed Notice Inviting Bids, Proposal, Drawings & Specifications El Capitan Reservoir Dam Tunnel Lining, said plans consisting of three sheets, and said specifications consisting of forty-two 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.

M. H. GOLDEN, Principal

STANDARD SURETY & CASUALTY COMPANY
OF NEW YORK, Surety.

(SEAL)

By M. G. WHITE, Attorney-in-fact.

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

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

On this 20th day of November in the year one thousand nine hundred and thirty-four, before me HELEN C. WALLACE, a Notary Public in and for the said San Diego County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared M. G. WHITE known to me to be the Attorney in Fact of STANDARD SURETY & CASUALTY COMPANY OF NEW YORK, the company 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 company, and he duly acknowledged to me that such company 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.

HELEN C. WALLACE

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

(SEAL)

My Commission Expires,
March 12, 1938.

I hereby approve the form of the within Bond this 20th day of November, 1934.

C. L. BYERS

City Attorney of the City of San Diego.

By H. B. DANIEL,

Deputy.

Approved by a majority of the members of the Council of the City of San Diego, this 22 day of November, 1934.

RUTHERFORD B. IRONES

WILL H. CAMERON

HARRY WARBURTON

DAN ROSSI

Members of the Council.

FORM OF LABOR AND MATERIAL MEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That M. H. Golden as Principal, and Standard Surety & 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 Twenty-six Thousand Five Hundred Eighty-eight & 87/100 Dollars, (\$26,588.87) (not less than fifty 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 20th day of November, 1934.

The condition of the 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 El Capitan Reservoir Dam Tunnel Inner Lining 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 15 day of October, 1934, marked Document No. 289826, and endorsed Notice Inviting Bids, Proposal, Drawings and Specifications El Capitan Reservoir Dam Tunnel Inner Lining, said plans consisting of three sheets and said specifications consisting of forty-two 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 Twenty-six Thousand Five Hundred Eighty-eight & 87/100 Dollars (\$26,588.87), 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, should the above bounden principal well and truly pay or cause to be paid all claims against M. H. Golden for such labor or materials, supplies, teams, or 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.

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.

M. H. GOLDEN

Principal

STANDARD SURETY & CASUALTY COMPANY

Surety

(SEAL)

By M. G. WHITE

Attorney-in-Fact.

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 20th day of November, 1934.

C. L. BYERS

City Attorney of the City of San Diego.

By H. B. DANIEL,

Deputy.

Approved by a majority of the members of the Council of the City of San Diego, this 22 day of November, 1934.

THE CITY OF SAN DIEGO

By RUTHERFORD B. IRONES

WILL H. CAMERON

HARRY WARBURTON

DAN ROSSI

Members of the Council.

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

On this 20th day of November in the year one thousand nine hundred and thirty-four, before me HELEN C. WALLACE, a Notary Public in and for the said San Diego County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared M. G. WHITE known to me to be the Attorney in Fact of STANDARD SURETY & CASUALTY COMPANY OF NEW YORK, the company 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 company, and he duly acknowledged to me that such company 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.

HELEN C. WALLACE

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

(SEAL)

My Commission expires,
March, 12, 1938.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Golden for El Capitan Reservoir Dam Tunnel Inner Lining, exclusive of specifications, notice inviting bids and information to bidders; being Document No. 290335.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By August M. Hadatrom Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY H. W. ROHL AND T. E. CONNOLLY UNDER THEIR CONTRACT FOR THE CONSTRUCTION OF THE EL CAPITAN RESERVOIR DAM, SPILLWAY AND OUTLET WORKS, WHICH SAID CONTRACT IS DATED APRIL 23, 1932, AND IS ON FILE WITH THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 275788.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by the City of San Diego, owner of the El Capitan reservoir dam, spillway and outlet works, located on the San Diego River in the County of San Diego approximately twenty-six miles up the river from The City of San Diego, that the work performed by H. W. Rohl and T. E. Connolly under their contract for the construction of the El Capitan reservoir dam, spillway and outlet works was completed to the satisfaction of the Engineer on the 28th day of November, 1934.

YOU ARE FURTHER NOTIFIED that the Council of the City of San Diego, on December 4, 1934, by resolution duly and regularly passed and adopted, officially accepted the materials furnished and the work performed by H. W. Rohl and T. E. Connolly in the erection, construction and completion of the El Capitan reservoir dam, spillway and outlet works. A certified copy of the resolution of the Council, accepting said work, is attached hereto and made a part of this Notice the same as though fully set out herein.

Dated this 5th day of December, 1934.
(SEAL)

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

RESOLUTION NO. 62379

RESOLUTION ACCEPTING THE WORK PERFORMED UNDER EL CAPITAN RESERVOIR DAM, SPILLWAY AND OUTLET WORKS CONTRACT.

WHEREAS, it appears by communication from the City Hydraulic Engineer, dated November 28, 1934, on file with the City Clerk as Document No. 290464, that the work to be performed by H. W. Rohl and T. E. Connolly under their contract for the construction of El Capitan Reservoir Dam, Spillway and Outlet Works, which said contract is dated April 23, 1932 and is on file with the City Clerk as Document No. 275788, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the City's Hydraulic Engineer, who, together with the City Manager, recommends the acceptance thereof by the City; NOW, THEREFORE,

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

That the materials furnished and the work performed in the erection, construction and completion of the El Capitan Reservoir Dam, Spillway and Outlet Works by H. W. Rohl and T. E. Connolly, the contractors under said contract, be, and the same hereby are accepted by the City of San Diego;

And that any and all moneys withheld from said contractors under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in paragraphs numbered 43 and 50 of said contract specifications.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed forthwith to file for record, or cause to be filed for record on behalf of the City of San Diego with the County Recorder of the County of San Diego a copy of the said Contract, together with a notice of the completion and acceptance of said contract work. Approved as to Form by C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above to be a full, true and correct copy of Resolution No. 62379 of the Council of the City of San Diego, California, as adopted by said Council Dec. 4-1934.

(SEAL)

ALLEN H. WRIGHT, City Clerk

RECORDED DEC 16 1934 56 Min. at past 4 P.M. In Book 353 at Page 392 of Official Records, San Diego County, Cal. Recorded at Request of City Clerk and materials furnished by Rohl & Connolly at El Capitan Dam, Spillway and Outlet Works. County Recorder's No. 290532.
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

City Clerk of the City of San Diego, California.
ZETTA J. IREY

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 Notice of Completion and Acceptance of work performed and materials furnished by Rohl & Connolly at El Capitan Dam, Spillway and Outlet Works. Being Document No. 290532.

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

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY BODENHAMER CONSTRUCTION COMPANY UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE EL CAPITAN RESERVOIR DAM SPILLWAY EXTENSION, WHICH SAID CONTRACT IS DATED APRIL 23, 1934, AND IS ON FILE WITH THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 287765.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by the City of San Diego, owner of the El Capitan Reservoir Dam, Spillway and Outlet Works, located on the San Diego River in the County of San Diego approximately twenty-six miles up the river from the City of San Diego, that the work performed by Bodenhamer Construction Company under their contract for the construction of the El Capitan Reservoir Dam Spillway Extension was completed to the satisfaction of the Engineer on the 1st day of December, 1934.

YOU ARE FURTHER NOTIFIED that the Council of the City of San Diego, on December 4, 1934, by resolution duly and regularly passed and adopted, officially accepted the materials furnished and the work performed by the Bodenhamer Construction Company in the erection, construction and completion of the El Capitan Dam Spillway Extension. A certified copy of the resolution of the Council, accepting said work, is attached hereto and made a part of this Notice the same as though fully set out herein.

Dated this 6th day of December, 1934.

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

RESOLUTION NO. 62381
RESOLUTION ACCEPTING THE WORK PERFORMED UNDER
EL CAPITAN RESERVOIR DAM SPILLWAY EXTENSION
CONTRACT.

WHEREAS, it appears by communication from the City Hydraulic Engineer, dated December 3, 1934, on file with the City Clerk as Document No. 290469, that the work to be performed by Bodenhamer Construction Company under its contract for the construction of El Capitan Reservoir Dam Spillway Extension, which said contract is dated April 23, 1934 and is on file with the City Clerk as Document No. 287765, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the City's Hydraulic Engineer, who, together with the City Manager, recommends the acceptance thereof by the City; NOW, THEREFORE,

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

That the materials furnished and the work performed in the erection, construction and completion of the El Capitan Reservoir Dam Spillway Extension by the Bodenhamer Construction Company, the contractor under said contract, be, and the same are accepted by the City of San Diego;

And that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in paragraph numbered 43 and 49 of said contract specifications.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed forthwith to file for record, or cause to be filed for record on behalf of the City of San Diego with the County Recorder of the County of San Diego a copy of said contract, together with a notice of completion and acceptance of said contract work.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 62381 of the Council of the City of San Diego, California, as adopted by said Council Dec 4-1934.

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

RECORDED DEC 6 1934 57 Min. past 4 P.M. In Book 355 At Page 301 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.

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 Notice of Completion and Acceptance of Work performed and materials furnished by Bodenhamer Construction Co. on El Capitan Reservoir Dam Spillway Extension. Being Document No. 290537.

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

NOTICE OF COMPLETION AND ACCEPTANCE OF THE
WORK PERFORMED AND MATERIALS FURNISHED BY
M. H. GOLDEN UNDER ITS CONTRACT FOR THE
CONSTRUCTION OF EL CAPITAN RESERVOIR DAM
TUNNEL INNER LINING, WHICH SAID CONTRACT
IS DATED NOVEMBER 20, 1934, AND IS ON FILE
WITH THE CITY CLERK OF THE CITY OF SAN DIEGO
AS DOCUMENT NO. 290335.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by the City of San Diego, owner of the El Capitan Reservoir Dam, Spillway and Outlet Works, located on the San Diego River in the County of San Diego approximately twenty-six miles up the river from The City of San Diego, that the work performed by M. H. Golden under his contract for the construction of El Capitan Reservoir Dam Tunnel Inner Lining was completed to the satisfaction of the Engineer on the 23rd day of February, 1935.

YOU ARE FURTHER NOTIFIED that the Council of the City of San Diego, on February 26, 1935, by resolution duly and regularly passed and adopted, officially accepted the materials furnished and the work performed by M. H. Golden in the building, erection, completion and installation of the El Capitan Reservoir Dam Tunnel Inner Lining. A certified copy of the resolution of the Council, accepting said work, is attached hereto and made a part of this Notice the same as though fully set out herein.

Dated this 28th day of February, 1935.
(SEAL)

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

RESOLUTION NO. 62703
RESOLUTION ACCEPTING THE WORK PERFORMED UNDER EL CAPITAN
RESERVOIR DAM TUNNEL INNER LINING CONTRACT.

WHEREAS, it appears by communication from the City Hydraulic Engineer, dated February 23, 1935, on file with the City Clerk as Document No. 291592 that the work to be performed by M. H. Golden under his contract for the construction of El Capitan Reservoir Dam Tunnel Inner Lining, which said contract is dated November 20, 1934, and is on file with the City Clerk as Document No. 290335, has been performed and completed in accordance with the plans, drawings and specifications therefor to the satisfaction of the City's Hydraulic Engineer, who, together with the City Manager, recommends the acceptance thereof by the City; NOW, THEREFORE,

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

That the materials furnished and the work performed in the building, erection, completion and installation of the El Capitan Reservoir Dam Tunnel Inner Lining by M.H. Golden, the contractor under said contract, be, and the same are accepted by the City of San Diego; and that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions, all as set forth in paragraph numbered 50 of said contract specifications.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed forthwith to file for record, or cause to be filed for record, on behalf of the City of San Diego with the County Recorder of the County of San Diego a copy of said contract, together with a notice of completion and acceptance of said contract work.

I hereby certify the above to be a full, true and correct copy of Resolution No. 62703 of the Council of the City of San Diego, California, as adopted by said Council FEB 26 1935.

(SEAL)

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

RECORDED FEB 28 1935 26 Min. past 1 P.M. In Book 377 At Page 316 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.

E. BAEPLER
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 Notice of Completion of Work performed by M. H. Golden on El Capitan Dam Tunnel Inner Lining. Being Document No. 291695.

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 MODIFICATION AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 3rd day of October, 1932, by and between THE CITY OF SAN DIEGO, a municipal corporation in said County and State, 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 WHEREAS, on the 21st day of July, 1930, the said City and the said Company entered into an agreement wherein and whereby the said Company covenanted and agreed to and with said City to furnish all poles, wires, conduits, lamps, arms, and all other appliances, and 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, arms and appliances for a period of five (5) years from and after the first day of June, 1930, 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 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. Such rates at all times to be subject to such change or modification by the Railroad Commission of California as said commission may, from time to time, direct; and

WHEREAS, it is deemed by said San Diego Consolidated Gas & Electric Company and the City to be to the manifest best interest of the citizens of San Diego at this time to have their expenses reduced wherever possible, and to that end the said Company and the City mutually agree to the elimination from said Contract of all 600 candle power lamps and the substitution in lieu of such 600 candle power lamp now in use or to be used under the said original Contract of July 21st, 1930, of a 400 candle power lamp to be of series type, equipped with reflectors and prismatic refractors;

NOW, THEREFORE, in consideration of One dollar (\$1.00) and the saving to the Company of electrical energy resulting from such substitution, the Company promises and agrees to and with the City that it, the said Company, will from and after the 3rd day of October, 1932, install in lieu of each 600 candle power lamp provided for in said original Contract, as the same burns out or is destroyed, a 400 candle power lamp, of series type, equipped with reflectors and prismatic refractors, and that, from and after the date of this Modification Contract and irrespective of the date when a 400 candle power lamp is actually substituted for an existing 600 candle power lamp, the City will pay to the Company and the Company agrees to accept in full for 600 candle power lamps lighted after the date of this Modification Contract, the sum provided to be paid under the terms of the original Contract for 400 candle power lamps.

IT IS FURTHER AGREED by and between the parties hereto that, except as herein modified, the original Contract of date July 21st, 1930, shall remain in full force and effect.

IN WITNESS WHEREOF this Modification Contract is executed in the name of the City of San Diego by the Mayor of said City and attested by the City Clerk, under and pursuant to a resolution authorizing such execution, and said Company has caused its corporate name and seal to be hereto affixed by its proper officers, thereunto duly authorized, this 3rd day of October, 1932.

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

THE CITY OF SAN DIEGO,
Party of the First Part,
By JOSEPH J. RUSSO
Vice Mayor of said City.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
Party of the Second Part
By A. E. HOLLOWAY
Vice President.

I hereby approve the form of the foregoing Agreement this 26 day of Sept. 1932.
C. L. BYERS, City Attorney.

APPROVED AS TO FORM
F. W. STEARNS, Counsel.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modification of Agreement with the San Diego Consolidated Gas & Electric Company, under date of October 3rd, 1932.

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modification of Agreement of General Lighting Contract with the San Diego Consolidated Gas and Electric Company. Being Document No. 293453.

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

LOAN AND GRANT AGREEMENT
between the
THE CITY OF SAN DIEGO,
(CALIFORNIA),
and the
UNITED STATES OF AMERICA
P.W.A. Docket No. 5575.

1. Purpose of Agreement. Subject to the terms and conditions of this Agreement, the United States of America (herein called the "Government") will, by loan and grant not exceeding in the aggregate the sum of \$524,000 (herein called the "Allotment") aid The City of San Diego, San Diego County, California, (herein called the "Borrower") in financing a project (herein called the "Project") consisting substantially of the installation of a pipe line from El Capitan Dam to the existing water distribution system and the construction of a public road around the Dam and Reservoir site of said city, all pursuant to the Borrower's application (herein called the "Application"), P.W.A. Docket No. 5575, Title II of the National Industrial Recovery Act (herein called the "Act") and the Constitution and Statutes of the State of California (herein called the "State").

2. Amount and Method of Making Loan. The Borrower will sell and the Government will buy, at the principal amount thereof plus accrued interest, \$341,000 aggregate principal amount of negotiable coupon bonds (herein called the "Bonds") of the description outlined below or such other description as may be satisfactory to the Borrower and to the Federal Emergency Administrator of Public Works (herein called the "Administrator"), bearing interest at the rate of 4 per cent per annum, payable semi-annually from date until maturity, less such amount of the Bonds, if any, as the Borrower may sell to purchasers other than the Government.

- (a) Date: July 1, 1935. (b) Denomination: \$1,000.
- (c) Place of Payment: At the office of the Treasurer of the City of San Diego, San Diego, California, or, at the option of the holder, at a bank or trust company in the Borough of Manhattan, City and State of New York.
- (d) Registration Privileges: Registerable as to both principal and interest.
- (e) Maturities: Payable, without option of prior redemption, on July 1, in years and amounts as follows:
1936 - 1954 inclusive - \$17,000;
1955 - \$18,000.
- (f) Security: General obligations of the Borrower payable as to both principal and interest from ad valorem taxes which may be levied without limit as to rate or amount upon all the taxable property within the territorial limits of the Borrower.

3. Amount and Method of Making Grant. The Government will make and the Borrower will accept, whether or not any or all of the Bonds are sold to purchasers other than the Government, a grant (herein called the "Grant") in an amount equal to 30 per centum of the cost of the labor and materials employed upon the Project. The determination by the Administrator of the cost of the labor and materials employed upon the Project shall be conclusive. The Government will make part of the Grant by payment of money and the remainder of the Grant by cancellation of Bonds or interest coupons or both. If all of the Bonds are sold to purchasers other than the Government, the Government will make the entire Grant by payment of money. In no event shall the Grant, whether made partly by payment of money and partly by cancellation, or wholly by payment of money, be in excess of \$219,000.

4. Bond Proceedings. When the Agreement has been executed, the Borrower (unless it has already done so) shall promptly take all proceedings necessary for the authorization and issuance of the Bonds.

5. Bond and Grant Requisitions. From time to time after the execution of this Agreement, the Borrower shall file a requisition with the Government requesting the Government to take up and pay for Bonds or to make a payment on account of the Grant. Each requisition shall be accompanied by such documents as may be requested by the Administrator (a requisition together with such documents being herein collectively called a "Requisition").

6. Bond Payments. If a Requisition requesting the Government to take up and pay for Bonds is satisfactory in form and substance to the Administrator, the Government, within a reasonable time after the receipt of such Requisition, will take up and pay for Bonds, having maturities satisfactory to the Administrator, in such amount as will provide, in the judgment of the Administrator, sufficient funds for the construction of the Project for a reasonable period. Payment for such Bonds shall be made at a Federal Reserve Bank to be designated by the Administrator or at such other place or places as the Administrator may designate, against delivery by the Borrower of such Bonds, having all unmatured interest coupons attached thereto, together with such documents as may be requested by the Administrator. The Government shall be under no obligation to take up and pay for Bonds beyond the amount which in the judgment of the Administrator is needed by the Borrower to complete the Project.

7. Grant by Payment of Money. If a Requisition requesting the Government to make a payment on account of the Grant is satisfactory in form and substance to the Administrator, the Government will pay to the Borrower at such place or places as the Administrator may designate against delivery by the Borrower of its receipt therefor, a sum of money equal to the difference between the aggregate amount previously paid on account of the Grant, and

- (a) 25 per centum of the cost of the labor and materials shown in the Requisition to have been employed upon the Project if the Requisition shows that the Project has not been completed, or
- (b) 30 per centum of the cost of such labor and materials if the Requisition shows that the Project has been completed and that all costs incurred in connection therewith have been determined;

provided, however, that the part of the Grant made by payment of money to the Borrower shall not be in excess of the difference between the Allotment and the amount paid (not including the amount paid as accrued interest) for the Bonds taken up by the Government. The Government reserves the right to make any part of the Grant by cancellation of Bonds or interest coupons or both rather than by payment of money if, in the judgment of the Administrator, the Borrower does not need the money to pay costs incurred in connection with the construction of the Project.

8. Grant by Cancellation of Bonds. If the Borrower, within a reasonable time after the completion of the Project, shall have filed a Requisition, satisfactory in form and substance to the Administrator, then the Government will cancel such Bonds and interest coupons as may be selected by the Administrator in an aggregate amount equal (as nearly as may be) to the difference between 30 per centum of the cost of the labor and materials employed upon the Project and the part of the Grant made by payment of money. The Government will hold Bonds or interest coupons for such reasonable time in an amount sufficient to permit compliance with provisions of this Paragraph, unless payment of such difference shall have been otherwise provided for by the Government.

9. Grant Advances. At any time after the execution of this Agreement the Government may, upon request of the Borrower, if in the judgment of the Administrator the circumstances so warrant, make advances to the Borrower on account of the Grant, but such advances shall not be in excess of 30 per centum of the cost of the labor and materials to be employed upon the Project, as estimated by the Administrator.

10. Deposit of Bond Proceeds and Grant; Bond Fund; Construction Accounts. The Borrower shall deposit all accrued interest which it receives from the sale of the Bonds at the time of the payment therefor and any payment on account of the Grant which may be made under the provisions of Paragraph 8, hereof, into an interest and bond retirement fund account (herein called the "Bond Fund") promptly upon the receipt of such accrued interest or such payment on account of the Grant. It will deposit the remaining proceeds from the sale of the Bonds (whether such Bonds are sold to the Government or other purchasers) and the part of the Grant made by payment of money under the provisions of Paragraph 7, hereof, promptly upon the receipt of such proceeds or payments in a separate account or accounts (each of such separate accounts herein called a "Construction Account"), in a bank or banks which are members of the Federal Reserve System and of the Federal Deposit Insurance Corporation and which shall be satisfactory at all times to the Administrator.

11. Disbursement of Monies in Construction Accounts and in Bond Fund. The Borrower shall expend the monies in a Construction Account only for such purposes as shall have been previously specified in Requisitions filed with the Government and as shall have been approved by the Administrator. Any monies remaining unexpended in any Construction Account after the completion of the Project which are not required to meet obligations incurred in connection with the construction of the Project shall either be paid into the Bond Fund, or said monies shall be used for the purchase of such of the Bonds as are then outstanding at a price not exceeding the principal amount thereof plus accrued interest. Any Bonds so purchased shall be cancelled and no additional Bonds shall be issued in lieu thereof. The monies in the Bond Fund shall be used solely for the purpose of paying interest on and principal of the Bonds.

12. Other Financial Aid from the Government. If the Borrower shall receive any funds (other than those received under this Agreement) directly or indirectly from the Government, or any agency or instrumentality thereof, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced, and to the extent that such funds so received exceed the part of the Grant which would otherwise be made by payment of money, the aggregate principal amount of Bonds to be purchased by the Government shall be reduced.

13. Construction of Project. Not later than upon the receipt by it of the first Bond payment, the Borrower will commence or cause to be commenced the construction of the Project, and the Borrower will thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost and in accordance with the provisions of this Agreement, plans, drawings, specifications and construction contracts which shall be satisfactory to the Administrator, and under such engineering supervision and inspection as the Administrator may require. Except with the written consent of the Administrator, no materials or equipment for the Project shall be purchased by the Borrower subject to any chattel mortgage, or any conditional sale or title retention agreement.

14. Construction Work. All work on the Project shall be done subject to the rules and regulations adopted by the Administrator to carry out the purposes and control the administration of the Act. By the act of executing this Agreement the Borrower acknowledges receipt of a copy of the rules and regulations set out in Bulletin No. 2, Non-Federal Projects revised March 1, 1935, entitled "P.W.A. REQUIREMENTS as to BIDS, CONTRACTORS' BONDS, AND CONTRACT, WAGE AND LABOR PROVISIONS AND GENERAL INSTRUCTIONS as to APPLICATIONS AND LOANS AND GRANTS", and covenants that said rules and regulations, with all blank spaces filled in as provided in said Bulletin, will be incorporated verbatim in ALL CONSTRUCTION CONTRACTS for work on the Project.

15. Force Account. All construction work on the Project shall be done under contract, provided, however, that if prices in the bids are excessive, the Borrower reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Administrator for permission to do all or any part of the Project on a force account basis.

16. Restriction as to Contractors. The Borrower shall receive no bid from any contractor, nor permit any contractor to receive any bid from any subcontractor, who has not signed U.S. Government Form No. P.W.A. 61, revised March, 1934.

17. Bonds and Insurance. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Administrator for the protection of the Borrower, or materialmen, and of labor employed on the Project or any part thereof. The contractor under any construction contract shall be required to provide public liability insurance in an amount satisfactory to the Administrator.

18. Information. During the construction of the Project the Borrower will furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work. The Borrower will furnish to the Government and to any purchaser from the Government of 25 per centum of the Bonds, such financial statements and other information and data relating to the Borrower as the Administrator or any such purchaser may at any time reasonably require.

° Particular care should be taken by the Borrower that in all construction contracts the following words are inserted in the blank space in Paragraph 3 (a) (1) of the rules and regulations: "The City of San Diego and/or San Diego County" and the following words are inserted in the blank space in Paragraph 3 (a) (2) of the rules and regulations: "The State of California."

19. Representations and Warranties. The Borrower represents and warrants as follows:

- (a) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the Bonds, the security therefor, the construction of the Project, or the financial condition of the Borrower;
- (b) Financial Condition. The character of the assets and the financial condition of the Borrower are as favorable as at the date of the Borrower's most recent financial statement, furnished to the Government as a part of the Application, and there have been no changes in the character of such assets or in such financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Borrower's affairs;
- (c) Fees and Commissions. It has not and does not intend to pay any bonus, fee or commission in order to secure the loan or grant hereunder;
- (d) Affirmation. Every statement contained in this Agreement, in the Application, and in any supplement thereto or amendment thereof, and in any other document submitted to the Government is correct and complete, and no relevant fact materially affecting the Bonds, the security therefor, the Grant or the Project, or the obligations of the Borrower under this Agreement has been omitted therefrom.

20. Bond Circular. The Borrower will furnish all such information in proper form for the preparation of a Bond Circular and will take all such steps as the Government or any purchaser or purchasers from the Government of not less than 25 per centum of the Bonds may reasonably request to aid in the sale by the Government or such purchaser or purchasers of any or all of the Bonds.

21. Expenses. The Government shall be under no obligation to pay any costs, charges or expenses incident to compliance with any of the duties or obligations of the Borrower under this Agreement including, without limiting the generality of the foregoing, the cost of preparing, executing and delivering the Bonds, and any legal, engineering and accounting costs, charges or expenses incurred by the Borrower.

22. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Borrower and the written approval of the Administrator, without the execution of a new or supplemental agreement.

23. Interest of Member of Congress. No Member of or Delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

24. Validation. The Borrower hereby covenants that it will institute, prosecute and carry to completion in so far as it may be within the power of the Borrower, any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable to empower the Borrower to issue the Bonds and to remedy any defects, illegalities and irregularities in the proceedings of the Borrower relative to the issuance of the Bonds and to validate the same after the issuance thereof to the Government, if in the judgment of the Administrator such action may be deemed necessary, appropriate or advisable. The Borrower further covenants that it will procure and furnish to the Government, as a condition precedent to the Government's obligations hereunder a letter from the Governor of the State stating that if in the judgment of the Administrator it may be advisable to enact legislation to empower the Borrower to issue the Bonds or to remedy any defects, illegalities or irregularities in the proceedings of the Borrower relative to the issuance thereof or to validate the same, said Governor will recommend and cooperate in the enactment of such legislation.

25. Naming of Project. The Project shall never be named except with the written consent of the Administrator.

26. Insurance on Project. The Borrower shall, during the life of the Project, maintain proper and adequate insurance thereon.

27. Undue Delay by the Borrower. If in the opinion of the Administrator, which shall be conclusive, the Borrower shall delay for an unreasonable time in carrying out any of the duties or obligations to be performed by it under the terms of this Agreement, the Administrator may cancel this Agreement.

28. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to pay for any of the Bonds or to make any part of the Grant:

- (a) Financial Condition and Budget. If, in the judgment of the Administrator, the financial condition of the Borrower shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government, or the Borrower shall have failed to balance its budget satisfactorily or shall have failed to take action reasonably designed to bring the ordinary current expenditures of the Borrower within the prudently estimated revenues thereof;
- (b) Cost of Project. If the Administrator shall not be satisfied that the Borrower will be able to complete the Project for the sum of \$750,000, or that the Borrower will be able to obtain, in a manner satisfactory to the Administrator, any additional funds which the Administrator shall estimate to be necessary to complete the Project;
- (c) Compliance. If the Administrator shall not be satisfied that the Borrower has complied with all the provisions contained in this Agreement or in the proceedings authorizing the issuance of the Bonds, theretofore to be complied with by the Borrower;
- (d) Legal Matters. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Bonds, the security therefor or the construction of the Project;

- (e) Representations. If any representation made by the Borrower in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Borrower shall be found by the Administrator to be incorrect or incomplete in any material respect;
- (f) Maturity of Bonds Sold to Government. If, in the event that some of the Bonds are sold to purchasers other than the Government, the maturities of the remaining Bonds are not satisfactory to the Administrator.
- (g) Borrower's Funds. If the Borrower shall not have deposited or shall not have satisfied the Administrator that it will deposit in a Construction Account \$226,000 or such lesser amount as the Administrator may deem necessary, in addition to the funds to be furnished by the Government under this Agreement, to finance the construction of the Project.

This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Borrower and the Government, shall have been received by the Borrower. This Agreement shall be governed by and be construed in accordance with the laws of the State. If any provision of this Agreement shall be invalid in whole or in part, to the extent it is not invalid it shall be valid and effective and no such invalidity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, however, that in the opinion of the Administrator, the Agreement does not then violate the terms of the Act.

IN WITNESS WHEREOF, the Borrower and the Government have respectively caused this Agreement, to be duly executed as of JUN 19 1935.

Approved as to form.
C. L. BYERS, City Attorney
(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.

THE CITY OF SAN DIEGO,
By PERCY J. BENBOUGH, Mayor
By F. M. LOCKWOOD, Acting City Manager.

UNITED STATES OF AMERICA
By _____
Federal Emergency Administrator
of Public Works.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Loan & Grant Agreement between City of San Diego & United States of America, (El Capitan Project). Being Document No. 293491.

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN by the City of San Diego, a municipal corporation, that on the 11th day of June, 1935, W. H. Rumble completed performance of that certain contract made and entered into by and between The City of San Diego and W. H. Rumble, February 26, 1935, (which contract is on file with the City Clerk of the City of San Diego, bearing Document No. 291659), as amended by that certain "Agreement for Amendment of Contract" made and entered into by and between the City of San Diego and said W.H. Rumble on June 11, 1935 (which amendment is on file with the City Clerk of the City of San Diego, bearing Document No. 293376), for the improvement of ATLANTIC STREET between a line parallel to and distant 5 feet northerly from the easterly prolongation of the northerly line of Barnett Avenue and the northwesterly line of Witherby Street, and between the southeasterly line of Harasthy Street and the northerly line of Broadway; BARNETT AVENUE, between the southwesterly line of Atlantic Street and a line parallel to and distant 20 feet southwesterly therefrom; SUBWAY STREET, between Atlantic Street and Witherby Street; SASSAFRAS STREET, PALM STREET and GRAPE STREET, each between the northeasterly line of Atlantic Street and a line parallel to and distant 60 feet northeasterly therefrom; BEECH STREET, between the easterly line of Atlantic Street and a line parallel to and distant 20 feet easterly therefrom; all being within The City of San Diego, County of San Diego, State of California; by the installation of ornamental street light standards and the construction of concrete foundations and concrete islands; the installation of equipment of said ornamental street light standards; the installation of underground cables; and the installation of underground conduit; all in accordance with those certain specifications on file in the office of the City Clerk of the City of San Diego, being Document No. 290474.

NOTICE IS FURTHER GIVEN that at the time of the execution of the contract hereinabove referred to, said W. H. Rumble, as principal, and Massachusetts Bonding and Insurance Company, as surety, made, executed and delivered to the City of San Diego a "Material and Labor Bond" in the penal sum of Twenty-two thousand, four hundred eighty-five dollars (\$22,485.00) conditioned upon payment by said W. H. Rumble of all claims against him for labor, tools, transportation, material, equipment and supplies, or either or both, furnished pursuant to the terms of said contract hereinabove referred to.

NOTICE IS FURTHER GIVEN that the Council of the City of San Diego on the 11th day of June, 1935, by Resolution No. 63169, duly and regularly passed and adopted, accepted, on behalf of the City of San Diego, the materials furnished and the work performed in the building, erection, completion and installation of the improvement provided for in the contract hereinabove referred to.

Dated this 17th day of June, 1935.

THE CITY OF SAN DIEGO,
a municipal corporation.
By ALLEN H. WRIGHT, City Clerk

(SEAL)

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

F. A. RHODES, being duly sworn, deposes and says: That he is the duly and regularly appointed, qualified and acting Director of Public Works of the City of San Diego; that he has read the foregoing Notice and knows the contents thereof; that he has personal knowledge of the facts therein stated and that the same are true; and that he makes this affidavit for and on behalf of the City of San Diego, a municipal corporation.

Subscribed and sworn to before me
this 17th day of June, 1935.

F. A. RHODES

FRED W. SICK

(SEAL)

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

I hereby approve the form of the above Notice of Completion this 17th day of June, 1935.

C. L. BYERS, City Attorney
By GILMORE TILLMAN, Assistant City Attorney.

RECORDED JUN 20 1935 37 Min. past 10 A.M. In Book 395 At Page 498 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.

E. BAEPLER
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 Notice of Completion covering Atlantic Street Lighting System Installation. Being Document No. 293447.

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

OPTION FOR SALE OF REAL ESTATE

In consideration of the sum of One Dollar (\$1.00) to us in hand paid by The City of San Diego, receipt whereof is hereby acknowledged, we the undersigned, Stephen Brown and Anna L. Brown, husband and wife, hereby agree to give to The City of San Diego, a municipal corporation, the option to buy the following described real property in the City of San Diego, County of San Diego, State of California, to-wit:

That portion of the "Switzer Tract" (said tract being otherwise described as the North 9 chains of the West 5.555 chains of the Northeast Quarter of Pueblo Lot 1148, of the Pueblo Lands of the City of San Diego, according to map thereof made by James Pascoe in the year 1870, a certified copy of which map is filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California), particularly described as follows:

Beginning at the intersection of the westerly line of the Northeast Quarter of said Pueblo Lot 1148 with the easterly prolongation of the southerly line of Block 10, Gardner's Addition, as shown on Map thereof No. 68, filed in the Office of said County Recorder; thence easterly along the easterly prolongation of the southerly line of said Block 10, being also along the northerly line of B Street as now located and established, a distance of 108.31 feet, more or less, to a point distant 75 feet westerly thereon from the north and south center line of said Switzer Tract; thence northerly on a line parallel with and distant 75 feet westerly from said center line a distance of 340 feet, more or less, to an intersection with the easterly prolongation of the center line of A Street as said A Street is shown on said Map of Gardner's Addition; thence westerly along the easterly prolongation of the center line of said A Street to the westerly line of the Northeast Quarter of said Pueblo Lot 1148; thence southerly along the westerly line of the Northeast Quarter of said Pueblo Lot 1148 to the point or place of beginning; containing 0.845 acre of land, more or less;

reserving therefrom, however, the right to remove that certain duplex frame dwelling located south of and adjacent to the easterly prolongation of the south line of "A" Street within said tract, which said dwelling, in the event of the purchase of said described land by said City, may be removed by the undersigned at any time within sixty (60) days from said purchase. If not so removed, said City may tear down the same, and all rights of the undersigned therein shall terminate.

Said City shall have the right to close this option at any time within ninety (90) days from the date hereof, and we agree to execute to-wit: a grant deed to said real estate, and to furnish thereof a certificate of title showing said title to be perfect and said property to be free and clear from all liens and encumbrances of every kind and description whatsoever, save and except state, county and city taxes for the current year, now a lien, but not yet payable.

Upon the execution and delivery of said deed and certificate of title, the undersigned shall be paid the sum of Twelve Thousand Seven Hundred Fifty Dollars (\$12,750.00) as full payment of the purchase price of said real property.

We waive all claims for damages for failure to close this option.

Dated at San Diego this 29 day of May, 1935.

STEPHEN BROWN
ANNA L. BROWN

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option for Sale of Real Estate from Stephen Brown et ux. Being Document No. 293573.

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 at the City of San Diego, State of California, this 10th day of June, 1935, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and S. A. CUMMINGS, 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 traffic stripe painting and spotting, and to stripe and spot, the following streets, or portions thereof, in the City of San Diego:

- 1.20 miles, Fairmount Extension, 75% spotting
- 3.90 miles, Pershing Drive, 2-3" stripes, 100% spotting
- 3.60 miles, Main St. Dyke, 3-4" stripes, 100% spotting
- 3.00 miles, Lytton & Rosecrans - out Chatsworth - Voltaire - Bacon to point of intersection with two-way traffic on Mission Blvd. 75% spotting
- 0.80 miles, West Pt. Loma Blvd., Bacon to end of paving, 100% spotting
- 2.30 miles, Five-Points out Moreno, Taylor, etc. to Escondido Road, 75% spotting
- 0.20 miles, Rosecrans, Pacific to Taylor, 2-4" stripes, 100% spotting
- 2.00 miles, Black pavement through Encanto to City limits, 100% spotting

Said work to be done at the locations and at the times as directed by the Director of Public Works of said City.

The paint to be used shall be traffic lacquer manufactured according to the specifications of the State Highway Department; and all machinery, equipment and workmanship shall comply with standard specifications of the California Highway Department; a copy of which said specifications is on file in the office of the Director of Public Works.

Said contractor agrees to do and perform all of said work and furnish all of the materials necessary therefor, at and for the following prices:

	Price per mile:
1.20 miles, Fairmount Extension, 75% spotting,	\$42.50
3.90 miles, Pershing Drive, 2-3" stripes, 100% spotting,	33.75
3.60 miles, Main St. Dyke, 3-4" stripes, 100% spotting,	45.00
3.00 miles, Lytton & Rosecrans - out Chatsworth - Voltaire - Bacon to point of intersection with two-way traffic on Mission Blvd. 75% spotting,	42.50
0.80 miles, West Pt. Loma Blvd., Bacon to end of paving, 100% spotting,	45.00
2.30 miles, Five-Points out Moreno, Taylor, etc. to Escondido Road, 75% spotting,	42.50
0.20 miles, Rosecrans, Pacific to Taylor, 2-4" stripes, 100% spotting,	45.00
2.00 miles, Black pavement through Encanto to City limits, 100% spotting,	45.00

Said contractor agrees to commence said work within 30 days from and after the date of the execution of this contract, and to do and perform said work at the times and as directed by the Director of Public Works of said City.

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 hereinbefore set out, as follows:

Upon completion of the said work, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the City Manager 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, and when a release of all claims against said City 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.

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 City Manager, in writing, having been first obtained.

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

Further, said contractor 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 his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any subcontractor,

upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours, in violation of the provisions of Section 196 of the Charter of the City of San Diego.

Said contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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.

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 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 by 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 the following rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Craft or Type</u>	<u>Wage 8-hour day.</u>
Laborer,	.60c per hour.
Mechanic handyman,	\$6.00 per day.
Any classification omitted herein,	\$4.00 per day.
For overtime work in excess of eight (8) hours in any one calendar day, 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.	

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 has caused this instrument to be executed by its City Manager, and the said contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Acting City Manager.

S. A. CUMMINGS, Contractor.

I hereby approve the form of the foregoing contract, this 10th day of June, 1935.
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 S.A. Cummings for furnishing traffic lacquer. Being Document No. 293585.

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 30th day of June, 1935, 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 sometimes called the City, and R.E. HAZARD CONTRACTING COMPANY, a corporation, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the Lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee 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 tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; the lands hereby leased being more particularly described as follows, to-wit:

Beginning at the point of intersection of the northwesterly line of Laurel 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° 46' 50" west along the southwesterly prolongation of the northwesterly line of Laurel Street to a point distant 200 feet southwesterly from the southwesterly line of California Street; thence north 20° 12' 10" west on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street, a distance of 100 feet to the true point or place of beginning; thence continuing north 20°

12' 10" west on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 50 feet to a point; thence northeasterly on a line parallel to and distant 150 feet northwesterly from the northwesterly line of Laurel Street and its southwesterly prolongation a distance of 52.32 feet to a point on the said mean high tide line of the Bay of San Diego; thence south 10° 43' 10" east along the said mean high tide line a distance of 50.70 feet to a point; thence southwesterly on a line parallel to and distant 100 feet northwesterly from the northwesterly line of Laurel Street and its southwesterly prolongation a distance of 43.97 feet to the true point or place of beginning, containing 2407 square feet.

The lands hereinabove described being shown on the map or plat marked Exhibit "A", and 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 ten (10) years, beginning on the 6th day of May, 1935, and ending on the 5th day of May, 1945, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, commencing on the 6th day of May, 1935, the sum of four cents (4¢) per square foot per year;

For the second and final five-year portion of said term, the sum of six cents (6¢) per square foot per year.

All rentals hereunder shall be due and payable monthly in advance upon 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 Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

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 a reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such 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 for the purpose of conducting and maintaining thereon a restaurant business and/or any other commercial use not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-named business or businesses.

(2) That said lessee shall at the expiration or termination of this lease have the right, and shall be required, to remove all improvements placed upon said premises by it.

(3) That all plans for buildings 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 and the Planning Commission of said City.

(4) It is expressly understood and agreed by said lessee that the Council of said City 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 Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out of the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor.

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

(6) In the event that the lessee shall fail to establish and maintain the business or businesses above provided for upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, 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 hereunder, and said lessee, in accepting this lease hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(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, thereby are made a part of this lease with life 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:
D. A. DUNBAR

THE CITY OF SAN DIEGO, Lessor.
By RUFUS CHOATE
R. H. VANDEMAN
Members of the Harbor Commission
R. E. HAZARD CONTRACTING CO.,
Lessee
By R. E. HAZARD, Pres.

I hereby approve the form of the foregoing Lease, this 31st day of May, 1935.

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 Tideland Lease, with R. E. Hazard Contracting Co.; being Document No. 293753.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Skadstrom Deputy.

AGREEMENT FOR AMENDMENT OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 24th day of June, 1935, 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 City Manager, party of the first part, and hereinafter sometimes designated as the City, and S. A. CUMMINGS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

THAT WHEREAS, under date of June 10, 1935, the parties hereto entered into a certain contract, by the terms of which contract the contractor agreed to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to traffic stripe-painting and spotting certain streets, or portions thereof, in The City of San Diego; and

WHEREAS, the parties to said contract desire that said contract be amended and modified in certain particulars:

NOW, THEREFORE, in consideration of the premises, the parties hereto mutually agree together as follows:

That the said contract executed on the 10th day of June, 1935, between The City of San Diego, a municipal corporation, acting by and through the City Manager, party of the first part, and S. A. CUMMINGS, party of the second part, be, and the same is hereby modified and amended to read as follows:

"CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of June, 1935, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and S. A. CUMMINGS, 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 traffic stripe painting and spotting, and to stripe and spot, the following streets, or portions thereof, in The City of San Diego:

- 1.20 miles, Fairmount Extension, 75% spotting
- 3.90 miles, Pershing Drive, 2-3" stripes, 100% spotting
- 1.20 miles, Main St. Dyke, 1-4" stripe, 100% spotting
- 3.00 miles, Lytton & Rosecrans - out Chatsworth - Voltaire - Bacon to point of intersection with two-way traffic on Mission Blvd., 75% spotting
- 0.80 miles, West Pt. Loma Blvd., Bacon to end of paving, 100% spotting
- 2.30 miles, Five-Points out Moreno, Taylor, etc. to Escondido Road, 75% spotting
- 2.00 miles, Black pavement through Encanto to City limits, 100% spotting
- 1.8 miles, Euclid Avenue, 50% spotting
- 0.30 miles, Washington Avenue, 100% spotting
- 0.75 miles, Escondido Road, 50% spotting
- 0.25 miles, Upas St., 10% spotting

Said work to be done at the locations and at the times as directed by the Director of Public Works of said City.

The paint to be used shall be traffic lacquer manufactured according to the specifications of the State Highway Department; and all machinery, equipment and workmanship shall comply with standard specifications of the California Highway Department; a copy of which said specifications is on file in the office of the Director of Public Works.

Said contractor agrees to do and perform all of said work and furnish all of the materials necessary therefor, at and for the following prices:

	Price per mile:
1.20 miles, Fairmount Extension, 75% spotting	\$ 42.50
3.90 miles, Pershing Drive, 2-3" stripes, 100% spotting	33.75
1.20 miles, Main St. Dyke, 1-4" stripe, 100% spotting	45.00
3.00 miles, Lytton & Rosecrans - out Chatsworth - Voltaire - Bacon to point of intersection with two-way traffic on Mission Blvd., 75% spotting	42.50
0.80 miles, West Pt. Loma Blvd., Bacon to end of paving, 100% spotting	45.00
2.30 miles, Five-Points out Moreno, Taylor, etc., to Escondido Road, 75% spotting	42.50
2.00 miles, Black pavement through Encanto to City limits, 100% spotting	45.00
1.8 miles, Euclid Avenue, 50% spotting	39.00
0.3 miles, Washington Avenue, 100% spotting	45.00
0.75 miles, Escondido Road, 50% spotting	40.00
0.25 miles, Upas St., 10% spotting	36.00

Said contractor agrees to commence said work within 30 days from and after the date of the execution of this contract, and to do and perform said work at the times and as directed by the Director of Public Works of said City.

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 the City Manager, will pay said contractor, in warrants drawn upon the proper fund of said City, the sums hereinbefore set out, as follows:

Upon completion of the said work, and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the City Manager, and it is accepted by the City Manager, 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, and when a release of claims against said City under or by virtue of the contract shall have been executed by the contractor, and 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.

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 City Manager, in writing, having been first obtained.

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

Further, said contractor 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 his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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.

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 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 by 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 the following rate for any work done under this contract by the contractor, or by any subcontractor:

Craft or Type	Wage
	8-hour day
Laborer,	60¢ per hour
Mechanic handyman	\$6.00 per day
Any classification omitted herein	\$4.00 per day
For overtime work in excess of eight (8) hours in any one calendar day, 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.	

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 has caused this instrument to be executed by its City Manager, and the said contractor has hereunto subscribed his name, the day first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Acting City Manager
S. A. CUMMINGS, Contractor.
C. L. BYERS, City Attorney.
By _____
Deputy City Attorney.

I hereby approve the form of the foregoing contract, this 10th day of June, 1935

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its City Manager, and the said contractor has hereunto subscribed his name, the day and year in this Agreement for Amendment of Contract first hereinabove written.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, City Manager
S. A. CUMMINGS, Contractor

I hereby approve the form of the foregoing Agreement for Amendment of Contract this 22d day of June, 1935.

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 Agreement for Amendment of Contract, with S. A. Cummings; being Document No. 293586.

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

UNDERTAKING FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED SEVENTY-NINE DOLLARS (\$679.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of June, 1935.

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: By W. F. RABER, Principal
J. A. CANNON, Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
(SEAL) ATTEST: By PAUL WOLCOTT, Resident Vice-President
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 18th day of June, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 21 day of June, 1935.

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. 63049 passed and adopted on the 21st day of May, 1935, require and fix the sum of \$679.00 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. 1

THIS AGREEMENT, made and entered into this 25th day of June, 1935, 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 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 including May 15, 1935, to-wit, to and including May 14, 1936.

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 February 23, 1935, 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 Forty-two and 65/100 Dollars (\$542.65) 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 One Hundred Seventy and 55/100 Dollars (\$2,170.55) 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."

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 One Hundred Seventy and 55/100 Dollars (\$2,170.55) 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 One Hundred Seventy and 55/100 Dollars (\$2,170.55).

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 Forty-two and 65/100 Dollars (\$542.65), 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 FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the foregoing Contract, this 21 day of June, 1935.

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, for Mission Beach Lighting District No. 1; being Document No. 293535.

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, J. R. TOWNSEND CO., INC., a corporation, as principal, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as surety, are 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-two dollars (\$332.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 28th day of June, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 28th day of June, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City one (1) 2-3 ton chassis and cab, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers thereunto duly authorized, this 28th day of June, 1935.

J. R. TOWNSEND CO., Inc. Principal
By J. R. TOWNSEND, Pres.
GREAT AMERICAN INDEMNITY COMPANY, Surety
By L. DOSTER
By E. K. JAMES, Attorneys-in-fact

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28th day of June in the year one thousand nine hundred and Thirty-five, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

My Commission will Expire 1-12-38 Notary Public in and for the County of San Diego State of California.

I hereby approve the form of the within Bond, this 28th day of June, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney
F. M. LOCKWOOD, Acting City Mgr.
Approved by a majority of the members of the Council of The City of San Diego, this 2nd day of July, 1935.

JULY 2 - 1935
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28th day of June, 1935, by and 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, CO., INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, f.o.b. San Diego, one (1) 2-3 ton chassis and cab, all in accordance with the specifications therefor contained in Document No. 293273, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said chassis and cab hereinabove described within ten (10) days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said chassis and cab hereinabove described at and for the price of thirteen hundred twenty-seven and 39/100 dollars (\$1327.39).

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 chassis and cab by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of thirteen hundred twenty-seven and 39/100 dollars (\$1327.39), as follows:

Upon the delivery of said chassis and cab, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said chassis and cab, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.
 IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63222 of the Council, authorizing such execution, and the 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 F. M. LOCKWOOD, Acting City Manager
 J. R. TOWNSEND CO., Contractor
 By J. R. TOWNSEND, Pres.

I hereby approve the form of the foregoing contract this 28th day of June, 1935.

C. L. BYERS, City Attorney
 By H. B. DANIEL, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. Townsend Co., Inc.; being Document No. 293661.

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

UNDERTAKING FOR STREET LIGHTING
 LOMA PORTAL LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$458.00), 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 June, 1935.

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, within the limits and as particularly described in Resolution of Intention No. 62816, adopted by the Council March 19, 1935, 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

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

(SEAL) ATTEST:
 E. L. TOLSON, Resident Assistant Secretary

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

STATE OF CALIFORNIA)
 COUNTY OF SAN DIEGO) ss

On this 27th day of June, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 2d day of July, 1935

C. L. BYERS, City Attorney
 By H. B. DANIEL, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 63179 passed and adopted on the 18th day of June, 1935, require and fix the sum of \$458.00 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 2d day of July, 1935, 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 intersection of WILLOW STREET with Curtis Street, Dumas Street, Elliott Street and Freeman Street;

At the intersection of PLUM STREET with Curtis Street;

At the intersection of CLOVE STREET with Curtis Street, Dumas Street and Elliott Street;

On DUMAS STREET, between Clove Street and Willow Street;

On ELLIOTT STREET, between 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 including June 28, 1935, to-wit: to and including June 27, 1936.

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 March 23, 1935 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 Thirty-six Dollars (\$1836.00) 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 "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 One Thousand Eight Hundred Thirty-six Dollars (\$1836.00) 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 Eight Hundred Thirty-six Dollars (\$1836.00).

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

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 PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the foregoing Contract, this 2d day of July, 1935

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 for Loma Portal Lighting District No. 1; being Document No. 293729.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Hadstrom Deputy

AGREEMENT

WHEREAS, Foster and Kleiser Company is the Lessee of Lot One (1) Block 291 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 12097 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Atlantic Blvd. Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a sign board on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 63211 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a sign 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 sign 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 21st day of June, 1935, by Foster and Kleiser Company that they will, for and in consideration of the permission granted them to erect a sign on the above described property to the front property line, bind them to, and do hereby by these presents agree to move any sign erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 401, New Series on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs them to move said sign building to the line designated; that they will move said sign building and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on Foster & Kleiser heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FOSTER AND KLEISER COMPANY, Owner's Name
By GEO. A. SAMPLE, Manager, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 21 day of June A.D. Nineteen Hundred and Thirty-five, before me Florelle Ben a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. A. Sample 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.

FLORELLE BEN

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

(SEAL)
My Commission Expires
May 20, 1938

RECORDED JUN 28 1935 4 Min. past 10 A.M. in Book 418 at Page 69 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. JOHNSON

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 Owner (Foster & Kleiser) to move sign board on Atlantic Street; being Document No. 293580.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, Walter Church is the owner of Lot 1 Block - Subdivision West Atlantic Street Addition, and,

WHEREAS, the provisions of Ordinance No. 401 New Series of the Ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Atlantic Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a sign on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 63213 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a sign to 12.5 ft. 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 sign 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 20th day of June, 1935, by Walter Church that he will, for and in consideration of the permission granted him to erect a sign on the above described property to 12.5' from the front property line, bind himself to, and he hereby by these presents agrees, to move any sign building erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 401 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs him to move said sign to the line designated; that he will move said sign 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 named.

WALTER CHURCH, Owner's Name
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 20th day of June A.D. Nineteen Hundred and Thirty-Five, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter Church 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 JUN 28 1935 5 Min. past 10 A.M. in Book 416 at Page 134 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.

RUTH HUBBARD
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 Owner (Walter Church) to move Sign; being Document No. 293581.

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, Edw. H. Post is the owner of Lot 9 Block - Subdivision West Atlantic Street Add and,

WHEREAS, the provisions of Ordinance No. 401 New Series of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Atlantic Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a sign on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 63212 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a sign to 2.5' 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 sign 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 21st day of June, 1935, by Edw. H. Post that he will, for and in consideration of the permission granted him to erect a sign on the above described property to 2.5' from the front property line, bind himself to, and he hereby by these presents agrees, to move any sign erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance No. 401 New Series on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs him to move said sign to the line designated; that he will move said sign 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 named. This agreement is to the erection and/or removal of said sign; and is without prejudice to the right, if any, of the undersigned to object to the validity and binding effect of said Ordinance No. 401 New Series, - the undersigned hereby saving his right to object thereto in all respects except as to his right to maintain the aforesaid sign.

EDW. H. POST, Owner
3929 Alameda Drive, San Diego, Calif.
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 25th day of June A.D. Nineteen Hundred and thirty-five before me, Howard C. Liggett a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edw. H. Post 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)

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

RECORDED JUL 2 1935 9 Min. past 10 A.M. in Book 408 at Page 374 of Official Records, San Diego Co., Cal. Recorded At Request Of City Clerk.

O. M. SWOPE, County Recorder
By Deputy R. N. HOWE

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 With Owner (Edw. H. Post) to move Sign; being Document No. 293625.

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 TEXAS COMPANY is the owner of improvements located at Lot 22 Block - Subdivision West Atlantic Street Add. and,

WHEREAS, the provisions of Ordinance Nos. 50 & 401 New Series of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Atlantic Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a 2 gasoline pumps on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 63280 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a 2 gas pumps 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 gas pumps 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 6th day of July, 1935, by THE TEXAS COMPANY that they will for and in consideration of the permission granted them to erect a 2 gasoline pumps on the above described property to the front property line, bind themselves to, and they hereby these presents agree, to move any gasoline pumps erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Ordinance Nos. 50 & 401 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs them to move said gas pumps to the line designated; that they will move said gas pumps and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

They further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THE TEXAS COMPANY (Calif)
Owner's Name
By R. T. HERNDON (Vice Pres.)
929 So. Broadway, Los Angeles,
Calif.
J. W. DAVIS, Assistant-Secretary

Approved as to:
Form B.W.M.
Description R.H.Z.
Terms J.M.H. and

State of California) ss.
County of Los Angeles)

On this 8 day of July A.D. Nineteen Hundred and 35, before me, C. S. WHARTON a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. T. Herndon, Vice President & J. W. Davis. Ass't Secretary known to me to be the persons described in and whose name 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

My Commission Expires
July 27, 1935

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

RECORDED JUL 11 1935 6 Min. past 9 A.M. in Book 422 at Page 94 of Official Records, San Diego Co., Cal. Recorded at Request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy R. N. HOWE

I certify that I have correctly transcribed this document in above mentioned book.

L. SHANNON
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 Owner (The Texas Company) to Move Building; being Document No. 293806.

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

By August M. Herndon Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1935, between the BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation acting by and through the Public Health Director of said City, under the authority vested in said Public Health Director by the provisions of Section 60 of the Charter of said City, party of the second part, WITNESSETH:

THAT WHEREAS, adequate inspection of all meat offered for sale and sold within the County of San Diego and the City of San Diego is necessary to insure and safeguard the Public Health of the City of San Diego and the County of San Diego and the inhabitants thereof; and

WHEREAS, such meat inspection service can be more efficiently and economically performed for both the said County and City by combining the same in one service; NOW, THEREFORE,

In consideration of the premises and of the matters and things hereinafter recited, it is agreed as follows:

That said party of the first part will provide through its Health Department for the City of San Diego a meat inspection service to be performed by a regularly certified meat inspector who shall be a qualified Veterinarian, approved by the State Department of Agriculture for the position of meat inspector, and who shall give adequate meat inspection service to all regularly licensed abattoirs operating under a permit from the Department of Agriculture and the Health Department of the City of San Diego, and in addition thereto shall inspect all veal slaughtered for market at such places as shall be designated by the Supervising Meat Inspector of the Bureau of Animal Industry, State Department of Agriculture, or by the local Health Officer.

That the inspector rendering such inspection service shall be authorized to enforce all local ordinances and state laws and rules and regulations of the Department of Agriculture, Bureau of Animal Industry, State of California, regulating the slaughter, preparation and sale of meat for human consumption.

The party of the second part, in consideration of the rendition of said meat inspection service by the party of the first part, hereby agrees that it will pay to the Health Department of the County of San Diego, regularly, and in full for all aforesaid meat inspection service, the sum of one hundred dollars (\$100.00) for each month during the continuance thereof, the same to be paid by warrant drawn upon the Treasurer of the City of San Diego on the first Monday of each calendar month during the term of this contract, which shall be from the date of the execution hereof until June 30, 1936.

IT IS FURTHER HEREBY STIPULATED AND AGREED that either party to this contract may have the right of abrogating the contract by giving thirty (30) days' notice to the other party to said contract.

IN WITNESS WHEREOF, the party of the first part has caused this agreement to be executed by a majority of the members of the Board of Supervisors, and the party of the second part by and through its Public Health Director has executed this agreement, the day and year first hereinabove written.

(SEAL)

APPROVED:
F. M. LOCKWOOD
Acting City Manager

COUNTY OF SAN DIEGO
By EDGAR F. HASTINGS
LEROY RICHARDS
RAY TRUSSELL
HARVEY D. HICKS
B. A. SWEET
THE CITY OF SAN DIEGO
By ALEX M. LESEM, M.D.
Public Health Director

I hereby approve the form of the foregoing Agreement, this 1st day of July, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy.

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the money required for the appropriation made and/or indebtedness and/or obligation incurred by reason of the provisions of the foregoing contract, is in the Treasury, and that it is otherwise unencumbered.

Dated this 16th day of July, 1935.

O.K. as to form
J. B. ABBEY, Deputy District Atty.

G. F. WATERBURY
Auditor and Comptroller of the City of San Diego,
California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Board of Supervisors for Meat Inspection; being Document No. 293962.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, WALLACE & TIERNAN SALES CORPORATION, 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 Three hundred forty-six dollars (\$346.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 18th day of July, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 18th day of July, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City one (1) Wallace & Tiernan Manual Control Visible Vacuum Solution Feed Chlorinator, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 18th day of July, 1935.

WALLACE & TIERNAN SALES CORP.,
Principal
By A. L. FRICK, JR., Dist Manager
AMERICAN SURETY COMPANY OF NEW YORK, Surety.
By H. PHILIP ANEWALT, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 18th day of July in the year of 1935 before me Hal G. Hotchkiss, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared H. Philip Anewalt known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the American Surety Company of New York, and acknowledged to me that he subscribed the name of the American Surety Company of New York 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 first above written.

My commission expires 2/8/1937

(SEAL)

I hereby approve the form of the within Bond, this 19th day of July, 1935.

F. M. LOCKWOOD, Acting City Mgr.

HAL G. HOTCHKISS
Notary Public in and for San Diego County.
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 23rd day of July, 1935.

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

RAYMOND M. WANSLEY
WALTER C. WURFEL
BRUCE R. STANNARD
John S. Siebert
Members of the 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 18th day of July, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WALLACE & TIERNAN SALES 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, f.o.b. cars, San Diego, California:

One (1) Wallace & Tiernan Manual Control Visible Vacuum Solution Feed Chlorinator;

all in accordance with the specifications therefor contained in Document No. 293415, on file in the office of the City Clerk of said City.

Said contractor further agrees to furnish, at the convenience of The City of San Diego, and without additional charge, a man competent to supervise and direct the installation of said chlorinator at such point as may be directed by the City Manager of said City.

Said contractor agrees to furnish and deliver said chlorinator, hereinabove described, within at once days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said chlorinator hereinabove described at and for the sum of One thousand three hundred eighty-two dollars (\$1,382.00). Said price includes the California State Sales Tax.

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 chlorinator by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One thousand three hundred eighty-two dollars (\$1,382.00); said payments to be made as follows:

Upon the delivery of said chlorinator, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the City Manager, in writing, having been first obtained.

Said contractor agrees that it will be bound by each and every part of this contract, and each and every part of the specifications referred to herein, and furnish and deliver said chlorinator, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63297 of the Council, authorizing such execution, and the 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 F. M. LOCKWOOD, Acting City
Manager
WALLACE and TIERNAN SALES CORP.,
Contractor.
By A. L. FRICK, JR., Dist.
Manager

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 18th day of July, 1935, before me, Hal G. Hotchkiss, a Notary Public in and for said County and State, personally appeared A. L. Frick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL) HAL G. HOTCHKISS
Notary Public in and for said County and State
My Commission Expires 2/8/1937

I hereby approve the form of the foregoing contract this 19th day of July, 1935

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 Wallace and Tiernan Sales Corp., being Document No. 294008.

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

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1935, by and between the City of San Diego, a municipal corporation, acting by and through the Director of Public Health of said City, under the authority vested in said Director of Public Health by the provisions of Section 60 of the Charter of said City, and the San Diego Humane Society for the Prevention of Cruelty to Children and Animals, a non-profit corporation, hereinafter called the Society, organized under and by virtue of the laws of the State of California, WITNESSETH:

I.

That said Society is hereby required to maintain and operate the City Pound and to enforce the provisions relative thereto according to and in compliance with the regulations prescribed in the City Pound ordinance of the City of San Diego.

II.

That said Society agrees to provide its own shelter, food, transportation, employees and other incidentals necessary to the carrying out of said ordinance and amendments thereto. Such shelter shall be open daily (legal holidays and Sundays excepted) from 8:00 o'clock A.M. to 5:00 o'clock P.M. It is understood and agreed that said Society shall have the right to the free use of the old City Pound premises when necessary for field stock.

III.

The duly authorized representatives of the said Society so engaged in work under the provisions of the Pound Ordinance of the City of San Diego shall comply with the qualifications relative to appointment, and shall be given and shall perform such duties as are prescribed by said Pound Ordinance.

IV.

That nothing inferred or implied in this contract shall prevent the Society from engaging in and financing other humane work not mentioned in this contract.

V.

That for and in consideration of the obligations imposed upon the Society by this contract the City of San Diego hereby agrees to permit the Society the continued free use of the enclosed Ford animal ambulance belonging to the City; to provide a second ambulance in a like capacity; to provide their own license tags, license receipt books, warning books and pound blank forms; to collect and remove the dead animals from the Society's Shelter; and to pay to the Society in twelve equal monthly payments the sum of Eight Thousand Dollars (\$8,000.00) as allowed in the annual appropriation ordinance of said City. Said installments shall be paid by warrant drawn upon the Treasury of the City of San Diego on the last day of and for each calendar month during the term of this contract.

VI.

That this agreement shall continue in force from and after its execution to and including June 30, 1936. This agreement may be abrogated by the Director of Public Health of said City by giving sixty (60) days' notice to the Society of the election of said Director of Public Health so to do; or by the Society by giving sixty (60) days' notice to the Director of Public Health so to do.

IN WITNESS WHEREOF, the City of San Diego, by and through its Director of Public Health, has executed this agreement, and the Society, by and through the President and Secretary of the organization, has caused this agreement to be executed, the day and year first above written.

(SEAL)

THE CITY OF SAN DIEGO
By ALEX M. LESEM, M. D.
Director of Public Health
Approved: F. M. LOCKWOOD
Acting City Manager

(SEAL)

Attested:
M. R. LYONS, Secretary

SAN DIEGO HUMANE SOCIETY FOR THE
PREVENTION OF CRUELTY TO CHILDREN
AND ANIMALS
By D. D. WRAY, President

I hereby approve the form of the foregoing Agreement this 22d day of July, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between The City of San Diego and the San Diego Humane Society; being Document No. 294036.

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and DR. HAROLD A. THOMPSON, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 697 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Bacteriologist in the Department of Public Health of The City of San Diego, existing in the classified administrative service of the City, is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:
Pathological and bacteriological diagnosis of communicable diseases; bacteriological analysis of food, milk, cream, water; laboratory diagnosis of rabies; serological diagnosis of operation of venereal clinic; and such other similar service and duties as may be required by the Director of Public Health of said City; the above, however, shall not include laboratory work for examination of food handlers made under the supervision of the Director of Public Health by physicians regularly appointed to make

such examinations in the Health Department, or in the private offices of physicians.

The cost of laboratory supplies shall be paid out of "Maintenance and Support" of the Public Health Department Fund.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1935, second party will faithfully perform the services and duties of Bacteriologist in the Department of Public Health of the City of San Diego, as the same are hereinabove described, at the rate of two hundred fifty-seven dollars (\$257.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of two hundred fifty-seven dollars (\$257.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to denote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract shall not in any event remain or continue in effect for a longer period than the fiscal year beginning July 1, 1935, and ending June 30, 1936.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. M. LOCKWOOD

Acting City Manager

HAROLD A. THOMPSON, Second Party

C. L. BYERS, City Attorney

By H. B. DANIEL, Deputy City Attorney

I hereby approve the form of the foregoing contract this 1st day of July, 1935.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Dr. Harold A. Thompson, as bacteriologist; being Document No. 294125.

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 OF EMPLOYMENT, made and entered into this 1st day of July, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and ROY W. TOLCHARD, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 697 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Organ Tuner, Balboa Park, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows; to-wit:

The general upkeep of the organ in Balboa Park; keeping organ in tune; attending to and keeping in proper condition all wiring and organ appurtenances; locating trouble affecting the instrument and correcting same; attending all organ recitals; and such other duties as may from time to time be assigned to him by the organist.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1935, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate of seventy-five dollars (\$75.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: seventy-five dollars (\$75.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract shall not in any event remain or continue in effect for a longer period than the fiscal year beginning July 1, 1935, and ending June 30, 1936.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. M. LOCKWOOD

Acting City Manager

ROY W. TOLCHARD, Second Party

Approved by
J. G. MORLEY, Park Director

I hereby approve the form of the foregoing contract, this 1 day of July, 1935.

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 Roy W. Tolchard, being Document No. 294134.

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 OF EMPLOYMENT, made and entered into this 1st day of July, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and ROYAL A. BROWN, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 697 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Organist at the Spreckels Organ in Balboa Park, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows:

To prepare for and to perform four (4) organ recitals per week on the pipe organ of the Spreckels Open Air Music Pavilion in Balboa Park; to provide at second party's own cost all necessary musical scores for the giving of the said organ recitals; to furnish all necessary and advisable publicity material to magazines, newspapers, radio notes, etc., regarding the musical activities at the organ and the pavilion; to furnish special music upon occasions that are deemed worthy and conducive to civic betterment, this being a matter of furnishing music for visiting dignitaries, civic events of important import, patriotic occasions, etc.; to act as city-official host to various organizations, visiting artists, celebrities, etc., who have the use of the facilities at the organ pavilion, or who may be visiting in the city; to serve in any other capacity that the organist considers worthy and conducive to the better interests of the physical and artistic elements of the pavilion.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1935, second party will faithfully perform the services and duties of Organist at the Spreckels Organ in Balboa Park, as the same are hereinabove described, at the rate of one hundred sixty-six and 66/100 dollars (\$166.66) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: one hundred sixty-six and 66/100 dollars (\$166.66) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract shall not in any event remain or continue in effect for a longer period than the fiscal year beginning July 1, 1935, and ending June 30, 1936.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

Approved by J. G. MORLEY
Park Director.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Acting City Manager

ROYAL A. BROWN, Second Party
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney.

I hereby approve the form of the foregoing contract this 1 day of July, 1935.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Royal A. Brown, being Document No. 294135.

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 OF EMPLOYMENT, made and entered into this 1st day of July, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and JOHN DAVIDSON, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 697 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Curator of Junipero Serra Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To have charge of the premises and property of the Junipero Serra Museum, on Presidio Hill, North San Diego, and making the spot where Spanish beginnings in the State of California were made, and where major historical events during Spanish, Mexican and early American periods occurred; to

preserve and be responsible for articles and documents in said Museum, and to add to this collection as opportunity presents materials relating to this subject; to inform inquirers, by lecture and correspondence, regarding the essential features of the Pacific Coast and local history, with identification of outstanding local land-marks; to co-operate with educational institutions in presenting to students the story of our invaluable historical heritage.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1935, second party will faithfully perform the services and duties of Curator of Junipero Serra Museum, as the same are hereinabove described, at the rate of one hundred seventeen dollars (\$117.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: one hundred seventeen dollars (\$117.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month ~~to-month~~ contract only, and that the same may be terminated by either party on fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1935, and ending June 30, 1936.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

Approved by
J. G. MORLEY, Park Director

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD,
Acting City Manager
JOHN DAVIDSON, Second Party
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 for services of John Davidson; being Document No. 294136.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Davidson Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and WILLIAM E. PATE, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 697 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Curator of Archaeology of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To catalogue and keep proper records of such museum owned items as are placed in the care of said Curator of Archaeology; to be responsible for the cataloguing, preservation and return of such exhibition loan materials as are placed in his charge; to aid in the installation and retirement of museum exhibits, and the labeling of the same; to render docent service to school classes and interested parties; to make himself generally useful in any emergency capacity which he may be called upon to occupy at the discretion of the Director of said museum.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1935, second party will faithfully perform the services and duties of Curator of Archaeology in the San Diego Museum, as the same are hereinabove described, at the rate of one hundred ten dollars (\$110.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: one hundred ten dollars (\$110.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1935, and ending June 30, 1936.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

Approved by
J. G. MORLEY, Park Director

I hereby approve the form of the foregoing contract, this 1 day of July, 1935

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with William E. Pate, being Document No. 294137.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD, Acting City Mgr.
WILLIAM E. PATE, Second Party
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

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

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and MALCOLM J. ROGERS, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 697 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees in the Classified Service of The City of San Diego, the compensation for the position of Curator of Anthropology of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To hold the ranking curatorial position in said museum, and supervise the work of other technical employees therein; to have immediate charge of museum exhibits, their acquisition, preparation and disposition within the museum, and actively to engage in such work when necessary; to have charge of all technical and research work, and the preparation of publications concerning museum work. Said enumerated duties and activities are subject to the direction and supervision of the Director of said museum. To make himself generally useful in any emergency capacity which he may be called upon to occupy, at the discretion of said Director.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1935, second party will faithfully perform the services and duties of Curator of Anthropology in the San Diego Museum, as the same are hereinabove described, at the rate of two hundred twenty-two dollars (\$222.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: two hundred twenty-two dollars (\$222.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other city officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days' written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1935, and ending June 30, 1936.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name, the day and year in this agreement first above written.

Approved by
J. G. MORLEY, Park Director

I hereby approve the form of the foregoing contract, this 1 day of July, 1935.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Malcolm J. Rogers, being Document No. 294138.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD,
Acting City Manager
MALCOLM J. ROGERS, Second Party
C. L. BYERS, City Attorney
By H. B. DANIEL, Deputy City Attorney

ALLEN H. WRIGHT, City Clerk

By August M. Nordstrom Deputy

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, acting by and through its City Manager, Party of the First Part, and ANDREW ERVAST, Party of the Second Part.

The City of San Diego does hereby employ Mr. Andrew Ervast for an indeterminate period commencing July 29th, 1935; provided, however, that said services may be terminated upon one day's written notice to said Andrew Ervast from the City Manager.

The Party of the Second Part agrees to perform such professional services as may be necessary to proper and complete preparation and presentation of rate case of the Coronado Water Company vs. The City of San Diego, and agrees to perform such services to the utmost of his ability, and to devote his entire time and attention to the matters desired and directed by the Party of the First Part.

As compensation for such services rendered, The City of San Diego agrees to pay to Party of the Second Part at the rate of fifty dollars (\$50.00) per day for services actually rendered; provided, however, that in no event shall the Party of the Second Part receive more than seven hundred fifty dollars (\$750.00) for the complete preparation and presentation of the matters required for a final determination by the Board of Arbitrators of the water rates involved in the case of the Coronado Water Company vs. The City of

San Diego; provided, further, that nothing herein contained shall be construed as obligating second party to devote more than thirty (30) days of working time hereunder.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, and the Party of the Second Part has hereunto subscribed his name this 29th day of July, 1935.

THE CITY OF SAN DIEGO
By F. M. LOCKWOOD
Acting City Manager
Party of the First Part
ANDREW ERVAST
Party of the Second Part

I hereby approve the form of the foregoing Agreement for Services this 29th day of July, 1935.

APPROVED:
R. H. SMITH, Personnel Director
Civil Service Commission.

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 for services of Andrew Ervast, being Document No. 294195.

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, DALEY CORPORATION, a corporation, as principal, and Maryland Casualty Co., 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 Two thousand one hundred eighty-dollars (\$2,182.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 29th day of July, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 29th day of July, 1935, entered into the annexed contract with said The City of San Diego to furnish and deliver to said City approximately seven hundred (700) tons of base asphalt, and approximately nine hundred fifty (950) tons of either wearing surface asphalt or sheet asphalt wearing surface; all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 29 day of July, 1935.

(SEAL)
ATTEST: _____
(SEAL)
ATTEST: _____

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

MARYLAND CASUALTY CO., Surety
By F. F. EDELEN, Its Attorney
in fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 29th day of July, 1935, 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)

I hereby approve the form of the foregoing Bond, this 6th day of Aug., 1935.

C. T. NEILL
Notary Public, in and for said County and State
C. L. BYERS, City Attorney
By H. B. DANIEL, Asst. City Attorney

I hereby approve the foregoing Bond this 6 day of Aug. 1935.

R. W. FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 29th day of July, 1935, by and 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, 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, f.o.b. asphalt plant at the foot of Ward Road, in the City of San Diego, California, approximately seven hundred (700) tons of base asphalt, and approximately nine hundred fifty (950) tons of wearing surface asphalt or sheet asphalt wearing surface; all in accordance with the specifications therefor on file in the office of the City Clerk of said City, designated as Specifications Series 2-29 for Public Improvements, and bearing Document No. 288880.

Said contractor agrees to commence the delivery of said material on the 1st day of August, 1935, and to deliver said material in such quantities and at such times as may be directed by the Director of Public Works of said City, and to complete the delivery of said material within 360 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the following prices:

Base asphalt, per ton,\$5.00

Wearing surface asphalt or sheet

asphalt wearing surface, per ton ..\$5.50

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, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For base asphalt, per ton,\$5.00

For wearing surface asphalt, or sheet

asphalt wearing surface, per ton\$5.50

said payments to be made as follows:

Estimates, based on contract prices, will be made and certified by the Director of Public Works semi-monthly on the 1st and 15th days, of the amount of material furnished during the preceding half month, or since the previous estimate. 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, until the contractor shall have been paid a sum equal to seventy-five per cent (75%) of the total amount payable by the City for what number of tons of material the City shall require the contractor to furnish hereunder. Thereafter, the remainder, to-wit, twenty-five per cent (25%) of the total amount earned hereunder shall not become due and payable until the completion of this contract to the satisfaction of the Director of Public Works, and acceptance of performance by said Director of Public Works, and until a 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 any excess in the cost of the material above the contract price. When the terms 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. No estimate shall be paid before being certified by the Director of Public Works and approved by the City Manager of The City of San Diego.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63321 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

(SEAL)
ATTEST: _____

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

I hereby approve the form of the foregoing contract, this 6th day of Aug., 1935

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 Daley Corporation, being Document No. 294249.

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 we, V. R. DENNIS, doing business under the firm name and style of V. R. DENNIS CONSTRUCTION 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 jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand four hundred eighty-five dollars (\$2485.00), lawful money of the United States, 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 25th day of July, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 25th day of July, 1935, entered into the annexed contract with said The City of San Diego to furnish and deliver to said City not less than fifteen hundred (1500) tons nor more than three thousand (3000) tons of base asphalt, and not less than seven hundred fifty (750) nor more than fifteen hundred (1500) tons of sheet asphalt wearing surface; all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 25th day of July, 1935.

V. R. DENNIS

Doing business under the firm name and style of
V. R. DENNIS CONSTRUCTION COMPANY, Principal
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney-in-Fact

(SEAL) ATTEST:_____

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 25th day of July 1935, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. EDELEN, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. EDELEN as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

C. T. NEILL

(SEAL) Notary Public in and for said County and State.
I hereby approve the form of the foregoing Bond this 5th day of August, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, City Attorney
R. W. FLACK, City Manager.

I hereby approve the form of the foregoing Bond this 5th day of August, 1935.

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 25th day of July, 1935, by and 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 V. R. DENNIS, doing business under the firm name and style of V. R. DENNIS 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 and deliver to said City, f.o.b. point of use on El Cajon Avenue, in said City, not less than fifteen hundred (1500) tons, and any additional number of tons that may be required by said City, but not exceeding in all three thousand (3000) tons, of base asphalt; and not less than seven hundred fifty (750) tons and any additional number of tons that may be required by said City, but not exceeding in all fifteen hundred (1500) tons of sheet asphalt wearing surface; all in accordance with the specifications therefor on file in the office of the City Clerk of said City, designated as Specifications Series 2-29 for Public Improvements, and bearing Document No. 288880.

Said contractor agrees to commence the delivery of said material on the 26th day of July, 1935, and to deliver approximately sixty (60) tons of said material per day, and/or at such times as may be directed by the Director of Public Works of said City, and to complete the delivery of said material within 120 days from and after the date of the execution of this contract. Said material shall be delivered at the point of use on El Cajon Avenue directed by the Director of Public Works of said City.

Said contractor further agrees to furnish a certified weight ticket for each load of asphalt delivered; said certified weight tickets to accompany each load of asphalt and to be turned over to the superintendent in charge.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the following prices:

Base asphalt, per ton, \$4.25
Sheet asphalt wearing surface, per ton \$4.75

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 material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For base asphalt, per ton, \$4.25
For sheet asphalt wearing surface, per ton \$4.75

said payments to be made as follows:

Estimates, based on contract prices, will be made and certified by the Director of Public Works semi-monthly on the 1st and 15th days of the amount of material furnished during the preceding half month, or since the previous estimate. 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, until the contractor shall have been paid a sum equal to seventy-five per cent (75%) of the total amount payable by the City for whatever number of tons of material the City shall require the contractor to furnish hereunder. Thereafter, the remainder, to-wit, twenty-five per cent (25%) of the total amount earned hereunder shall not become due and payable until the completion of this contract to the satisfaction of the Director of Public Works, and acceptance of performance by said Director of Public Works, and until a 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 any excess in the cost of the material above the contract price. When the terms 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 hereinafter 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. No estimate shall be paid before being certified by the Director of Public Works and approved by the City Manager of The City of San Diego.

Said contractor hereby agrees that he will be bound by each and every part of this contract, and furnish and deliver said material, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63344 of the Council, authorizing such execution, and the Contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager.

V. R. DENNIS
Doing business under the firm
name and style of V.R.DENNIS
CONSTRUCTION COMPANY.
Contractor.

I hereby approve the form of the foregoing contract, this 5th day of August, 1935.

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 V. R. Dennis Construction Company for asphalt paving material. Being Document No. 294266.

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

By _____ Deputy.

A G R E E M E N T

THIS AGREEMENT EXECUTED as of the 8th day of August, 1935, WITNESSETH:

WHEREAS, the City of San Diego proposes to act as sponsor for Works Progress Administration Proposal Serial No. (Sponsor's proposal No. 26) providing for the completion of S E R A Project 38-B15-584 in accordance with plans and specifications filed with said project, which provide, among other things, for the paving of main roads, surveying and mapping boundaries of the park and new work recently done, landscaping around five new buildings, constructing a rest room, two new pergolas, a lookout to duplicate the original features of the Presidio and cobble stone gutters, all at Presidio Park, San Diego, California; and

WHEREAS, both the City of San Diego and George W. Marston will derive benefit from the moneys to be expended and the labor to be performed under said project; and

WHEREAS, said project contemplates the expenditure of approximately Forty-Nine Thousand Six Hundred and Eighty-Eight and 17/100 Dollars (\$49,688.17) in cash and/or the furnishing of materials, equipment, supplies and supervision of such value;

NOW, THEREFORE, in consideration of the City of San Diego acting as sponsor for said project, George W. Marston hereby agrees with said City that he will furnish and supply all funds, material, equipment, supplies and supervision set forth in his said Proposal No. 26 under the heading of "Sponsor's Contributions," amounting to Seventeen Thousand Five Hundred and Eighty-one and 57/100 Dollars (\$17,581.57), provided, however, that, concurrently therewith, there be furnished and supplied by the United States Government such other funds, material, labor, supervision, etc., as are set forth under the heading "Federal Funds" in said Proposal No. 26, amounting to Thirty-Two Thousand One Hundred and Six and 60/100 Dollars (\$32,106.60).

In no event, however, shall the City of San Diego be obligated or required to furnish or supply any of the funds, material, equipment, supplies and/or supervision so set forth under said heading of "Sponsor's Contributions".

IN WITNESS WHEREOF, said George W. Marston has hereto subscribed his name as of the day and year first hereinabove written.

GEORGE W. MARSTON

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

On this 8th day of August, 1935, before me WM. J. ADAMS, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared GEORGE W. MARSTON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) WM. J. ADAMS
Notary Public in and for said County and State.

APPROVED: H. B. DANIEL
Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement by GEORGE W. MARSTON re: Work in Presidio Park. Being Document No. 294280.

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

By *August M. Marston* Deputy.

A G R E E M E N T

WHEREAS, under date of Oct. 16, 1934, this corporation and The City of San Diego entered into an agreement for the purpose of providing for the construction, reconstruction, repairs and betterment of the Hodges Dam at Lake Hodges in San Diego County, California, and for the contribution to said purpose by this corporation of certain funds as specified therein; and

WHEREAS, it now appears necessary for said City to obtain additional funds in order to inaugurate and complete said construction, reconstruction, repairs and betterments to said dam, and consequently that this corporation shall make further contribution to said purpose;

NOW, THEREFORE, BE IT RESOLVED: That John Treanor, as President of this corporation, be and he is hereby authorized under the seal of this corporation to enter into such agreement with The City of San Diego with reference to said construction, reconstruction, repairs and betterments to said Hodges Dam as in his judgment may seem best.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF : SS
SAN FRANCISCO)

I, Wm. H. Metcalf, Secretary of San Diego Water Supply Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of said corporation at a special meeting of said Board duly and regularly held on the 17th day of October, 1934; and I do hereby further certify that said resolution is now in full force and effect and has not been rescinded, vacated or modified in any way.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 17th day of October, 1934.
(SEAL)

WM. H. METCALF, Secretary

THIS AGREEMENT, made and entered into the 17th day of Oct., 1934, by and between SAN DIEGO WATER SUPPLY COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada and formerly known as San Dieguito Water Company, first party, hereinafter sometimes called the "Water Company", and THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a freeholders' charter, situated in the County of San Diego, State of California, second party, hereinafter sometimes called the "City". WITNESSETH:

WHEREAS, the parties hereto entered into a certain lease and option agreement dated October 5, 1925, whereby the Water Company leased to the City for a term of thirty (30) years, with option to purchase at any time during such period, certain real and personal property, including, among other things, a certain dam and reservoir situated in San Diego County and commonly known as Hodges Dam and Lake Hodges, respectively; and

WHEREAS, both parties desire certain construction, reconstruction, repairs and betterments to be made to said Hodges Dam, to cost approximately one hundred sixty thousand dollars (\$160,000.00); and

WHEREAS, both parties desire to join in the financing of said construction, reconstruction, repairs and betterments; and

WHEREAS, the parties hereto entered into a certain agreement dated Oct. 16, 1934, whereby the City agreed, with all reasonable diligence, to obtain the necessary funds, by loan or otherwise, to inaugurate and complete the construction, reconstruction, repairs and betterment of said Hodges Dam, and agreed further to carry through to completion said construction, reconstruction, repairs and betterments in accordance with such plans and specifications therefor as might be approved by the State Engineer of the State of California, and the Water Company agreed, subject to the conditions therein stated and in installments as therein set forth, to pay to the City the sum of forty-four thousand dollars (\$44,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments; and

WHEREAS, it now appears that it is necessary for the City to obtain additional funds in order to inaugurate and complete said construction, reconstruction, repairs and betterments;

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed as follows:

1. First party agrees that in the event said construction, reconstruction, repairs and betterments of said Hodges Dam shall have been commenced prior to August 1, 1935, it will on October 1, 1935, pay to the City for the purpose of assisting the City in repaying any loan or moneys obtained for the purpose of said construction, reconstruction, repairs and betterments, the sum of two thousand dollars (\$2,000.00), and first party further agrees that in the event said construction, reconstruction, repairs and betterments of Hodges Dam are carried through to completion pursuant to such plans and specifications therefor as may be approved by the State Engineer of the State of California, it will on October 1st of each year subsequent to October 1, 1935, to and including October 1, 1956, pay to the City the further sum of two thousand dollars (\$2,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments.

2. The City hereby covenants and agrees to assign and transfer to said Water Company, and to deliver into escrow to First Natl. Trust & Sav. Bk. of San Diego as escrow holder, those certain warrants hereinafter described, together with such escrow instructions as may be necessary or proper in order that the terms and provisions hereof may be fully complied with. Said warrants are five warrants of Santa Fe Irrigation District, a state agency organized and operating under the California Irrigation District Act, dated November 14, 1933, in the aggregate amount of \$62,841.68. Two of said warrants are in the amount of \$12,568.33, and three of said warrants are in the amount of \$12,568.34. Said warrants are the second, third, fourth, fifth and sixth warrants described in that certain "Agreement Providing for the Payment of Indebtedness to the City of San Diego" by and between the City of San Diego and said Santa Fe Irrigation District, dated October 19, 1933, a copy of which is attached hereto, marked Exhibit A and by this reference made a part hereof. Said escrow holder shall during the life of said escrow present each of said warrants for payment at the time and in the manner prescribed in said warrants and in Exhibit A hereto attached, and as the cash proceeds therefrom are received shall pay the same over to the Water Company until said Water Company has received out of said escrow the sum of Twenty-four thousand and eighty-three dollars and sixteen cents (\$24,083.16), together with interest from October 1, 1935 at the rate of six per cent per annum upon the balance of said sum from time to time remaining unpaid. After the Water Company has received said sum of

\$24,083.16, together with interest as aforesaid, said escrow shall terminate and the cash and warrants, if any, held in said escrow shall be paid over and returned to the City. The City hereby further covenants and agrees promptly to pay all costs, fees, and charges in connection with or arising out of said escrow. Said Water Company is authorized to bring any action or actions and to take any legal proceedings of any nature whatsoever for the collection of said warrants, or any thereof, and any expenses incurred by said Water Company in the collection of said warrants shall be paid from the sums collected.

3. It is the intention of the parties that this agreement shall not alter, modify or change any term, condition or covenant in said lease and option agreement, which instrument shall remain and continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, San Diego Water Supply Company has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the day and year first hereinabove written, and the City of San Diego, pursuant to resolution of its Council duly and regularly adopted, has caused this agreement to be executed in its corporate name by its council, attested by its City Clerk, and the seal of the City affixed hereto.

ATTEST: E. W. FALLETT
Assistant Secretary.

SAN DIEGO WATER SUPPLY COMPANY
By JOHN TREANOR, President.

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
A. S. DAVIS
R. I. SCOLLIN
A. W. BENNETT
HARRY WARBURTON
W. H. CAMERON
DAN ROSSI
Members of the Council.

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

I hereby approve the form of the foregoing Agreement this 31 day of October, 1934.

C. L. BYERS, City Attorney.

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

On this ____ day of ____, 193__, before me, ____, a Notary Public in and for the said County and State, personally appeared JOHN TREANOR, known to me to be the President, and E. W. FALLETT, known to me to be the Assistant Secretary of the SAN DIEGO WATER SUPPLY COMPANY, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein 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.

Notary Public in and for said
County and State.
My commission expires _____

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Agreement between San Diego Water Supply Company and the City of San Diego, Dated October 17, 1934. Being Document No. 290032.

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

By *August M. Hadad* Deputy.

A G R E E M E N T

THIS AGREEMENT, dated October 16, 1934, made and entered into by and between SAN DIEGO WATER SUPPLY COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada and formerly known as San Dieguito Water Company, First Party, hereinafter sometimes called the "Water Company", and THE CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a freeholders' charter, situated in the County of San Diego, State of California, Second Party, hereinafter sometimes called the "City", WITNESSETH:

WHEREAS, the parties hereto entered into a certain lease and Option Agreement, dated October 5, 1925, whereby the Water Company leased to the City for a term of thirty (30) years, with option to purchase at any time during such period, certain real and personal property, including, among other things, a certain dam and reservoir situated in San Diego County and commonly known as Hodges Dam and Lake Hodges, respectively; and

WHEREAS, both parties desire certain construction, reconstruction, repairs and betterments be made to said Hodges Dam, to cost approximately one hundred sixty thousand dollars (\$160,000.00); and

WHEREAS, both parties desire to join in the financing of said construction, reconstruction, repairs and betterments:

NOW, THEREFORE, in consideration of the premises, IT IS HEREBY MUTUALLY AGREED as follows:

1. The City Agrees with all reasonable diligence to obtain the necessary funds, by loan or otherwise, to inaugurate and complete the construction, reconstruction, repairs and betterments of said Hodges Dam. The City further agrees to carry through to completion said construction, reconstruction, repairs and betterments in accordance with such plans and specifications therefor as may be approved by the State Engineer of the State of California.

2. The first party agrees that in the event said construction, reconstruction, repairs and betterments shall have been commenced prior to August 1, 1935, it will on August 1, 1935, pay to the City for the purpose of assisting the City in repaying any loan or moneys obtained for the purpose of said construction, reconstruction, repairs and betterments, the sum of two thousand dollars (\$2,000.00), and FIRST PARTY further agrees that in the event said construction, reconstruction, repairs and betterments of Hodges Dam are carried through to completion pursuant to such plans and specifications, it will on August 1st of each year subsequent to August 1, 1935, to and including August 1, 1956, pay to the City the further sum of two thousand dollars (\$2,000.00) for the purpose of assisting the City in paying for such construction, reconstruction, repairs and betterments.

3. It is further specifically understood and agreed that in the event the City shall, by reason of the exercise of its option to purchase said Dam or from any other cause, cease to make the payments of rental as provided in said Lease and Option Agreement, or in the event the City shall default in the full payment of any installment of said rental as provided in said Lease and Option Agreement, or fail to carry through to completion the construction, reconstruction, repairs and betterments of said Hodges Dam in accordance with plans and specifications approved by said State Engineer, then in any of such cases all obligations of the Water Company under this agreement shall cease and terminate and be of no further force and effect.

4. It is the intention of the parties that this agreement shall not alter, modify or change any term, condition or covenant in said Lease and Option Agreement, which instrument shall remain and continue in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the San Diego Water Supply Company has caused this instrument to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, as of the day and year first hereinabove written, and The City of San Diego, pursuant to resolution of its Council duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Council, attested by its City Clerk, and the seal of the City affixed hereto.

SAN DIEGO WATER SUPPLY COMPANY
By JOHN TREANOR
President

ATTEST:
E. W. FALLETT
Assistant Secretary

THE CITY OF SAN DIEGO
By RUTHERFORD B. IRONES
A. S. DAVIS
R. I. SCOLLIN
A. W. BENNETT
HARRY WARBURTON
W. H. CAMERON
DAN ROSSI
Members of the Council.

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

I hereby approve the form of the foregoing Agreement this 31 day of October, 1934.
C. L. BYERS, City Attorney.

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

On this ____ day of ____, 19__, before me, _____, a Notary Public in and for the said County and State, personally appeared JOHN TREANOR, known to me to be the President, and E. W. FALLETT, known to me to be the Assistant Secretary of the SAN DIEGO WATER SUPPLY COMPANY, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein 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.

Notary Public in and for said
County and State.
My Commission expires _____

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between S.D. Water Supply Co. & The City of San Diego, dated October 16, 1934. Being Document No. 290034.

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

KNOW ALL MEN BY THESE PRESENTS, That we, UNION-TRIBUNE PUBLISHING CO., of The City 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 jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Dollars (\$1000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of Aug., A.D. 1935.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal on the 7th day of Aug., 1935, 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 August, 1935, and ending on the 31st day of July, 1937, in its daily newspaper, which is called THE EVENING TRIBUNE, in accordance with and at the contract price set forth in the said annexed contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

UNION-TRIBUNE PUBLISHING CO. Principal.
By A. K. WHYTE, Publisher and Manager.

(SEAL) ATTEST:
L. C. RIDOUT, Asst. Secty.

THE FIDELITY AND CASUALTY COMPANY OF
NEW YORK, Surety.
By BILDA C. FOTLAND, Attorney

(SEAL) ATTEST:
BLANCHE L. YEAGER

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

On this 7th day of August in the year One Thousand Nine Hundred and Thirty-five 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 Bilda C. Fotland known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

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

(SEAL)

My Commission Expires,
March 12, 1938.

I hereby approve the form of the within Bond this 7th day of Aug., 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant

Approved by a majority of the members of the Council of the City of San Diego, this 7th day of Aug., 1935.

PERCY J. BENBOUGH

WALTER C. WURFEL

BRUCE R. STANNARD

JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of Aug., A.D. 1935, by and between THE UNION-TRIBUNE PUBLISHING CO., a corporation, 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 in the County of San Diego, State of California, party of the second part, and hereinafter in this contract 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 August, 1935, and ending with the 31st day of July, 1937, in its daily newspaper, which is called THE EVENING TRIBUNE, for the following prices:

For each column inch, set solid, at least twelve ems wide, one time, seventy-five cents (75¢) each insertion.

For each column inch, set solid, at least twelve ems wide, two times, sixty-five cents (65¢) each insertion.

For each column inch, set solid, at least twelve ems wide, five times, sixty cents (60¢) each insertion.

For each column inch, set solid, at least twelve ems wide, ten times, fifty-five cents (55¢) each insertion.

For each column inch, set solid, at least twelve ems wide, eleven times and over, fifty cents (50¢) 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 agrees to furnish to any department head of the City submitting copy for any official advertisement galley proofs in duplicate, and such supplemental revised proofs as may be found necessary. The cost of messenger service in connection with the submission of copy and the furnishing and returning of proofs shall be borne by the said Company.

Said Company shall also furnish to said City affidavits of publication of any 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 also agrees, upon request from the City Clerk to furnish, without charge, twenty-five (25) or more copies, but not to exceed one hundred (100) copies of any ordinance which may be published under this contract, said copies to be on sheets of good paper, better than newspaper, approximately 6 by 9 inches in size.

Said Company shall furnish to the City, through the City Clerk's Office, free of charge, on each day of publication, twenty-five (25) copies of The Evening Tribune, to serve the departments interested, for clipping copies of official notices.

The official advertising hereunder shall be in accordance with Section 113 of the City Charter of the City of San Diego.

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 August, 1935, to and including the 31st day of July, 1937.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1937, 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 Publisher and Manager, and the execution thereof to be attested by its Asst. Secty., thereunto duly authorized, and these presents are hereunto subscribed by a majority of the members of the Council of said City, in pursuance of the authorization of Resolution No. 63392, this 7th day of Aug., 1935.

THE UNION-TRIBUNE PUBLISHING CO.

By A. K. WHYTE

Publisher and Manager.

(SEAL) ATTEST:

L. C. RIDOUT,

Asst. Secty.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)

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

On this 7th day of August, 1935, before me, K. K. Salsberry a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A. K. Whyte known to me to be the Publisher and Manager, and L. C. Ridout known to me to be the 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.

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.

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

(SEAL)
My Commission Expires
Feb. 21, 1939.

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

THE CITY OF SAN DIEGO
By PERCY J. BENBOUGH
WALTER C. WURFEL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing contract, this 7th day of Aug., 1935.
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 Union-Tribune Co., for Official Advertising. Being Document No. 294283.

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

FRANCHISE FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SAN DIEGO ELECTRIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of California, as Principal, and FIREMAN'S FUND INDEMNITY COMPANY, incorporated under the laws of the State of California and authorized to execute bonds and undertakings as sole surety, as Surety, are jointly and severally held and firmly bound unto the City of San Diego, a municipal corporation, situate within, and organized under the Constitution and laws of, the State of California, in the sum of One Thousand Dollars (\$1,000.00), to be paid to said City of San Diego, or its successors, to which payment the undersigned Principal and Surety do hereby jointly and severally bind themselves, and their successors and assigns.

Signed and dated this 17th day of MAY, 1935,

WHEREAS, San Diego Electric Railway Company, a corporation organized and existing under the laws of the State of California, has filed with the City Council of said City of San Diego a written application, which is dated March 30, 1935, for a franchise and authority to operate for a period of ten (10) months, beginning on May 25, 1935, and thereafter until the close of the California Pacific International Exposition, automobile busses, stages and/or other self-propelled vehicles for the transportation of passengers for hire along and upon the route within said City of San Diego described particularly as follows, to-wit:

Commencing at the intersection of an unnamed road in Balboa Park (which road is parallel to Sixth Avenue and approximately three hundred (300) feet east thereof) and Laurel Street; thence west along Laurel Street to Sixth Avenue; thence south along Sixth Avenue to Broadway; thence west along Broadway to Third Avenue; thence north along Third Avenue to B Street; thence east along B Street to Fourth Avenue; thence north along Fourth Avenue to Elm Street; thence east along Elm Street to Sixth Avenue; thence north along Sixth Avenue to Laurel Street; thence east along Laurel Street to the place of beginning;

and said City Council has resolved, or is about to resolve, to grant such franchise, and has prescribed, or is about to prescribe the penal sum of the bond to be given by successful bidder for such franchise to be the sum of One Thousand Dollars (\$1,000.00).

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said franchise shall be awarded to, and shall be accepted by, said San Diego Electric Railway Company, a corporation, and said corporation shall thereafter well and truly observe, fulfill and perform each and every term and condition of such franchise, then the above obligation will be void, otherwise to remain in full force and effect; and further, that in case of any breach of condition of this bond, the whole amount of the penal sum herein named, to-wit, One Thousand Dollars (\$1,000.00) shall be taken and deemed to be liquidated damages and shall be recoverable from the undersigned Principal and Surety.

(SEAL) SAN DIEGO ELECTRIC RAILWAY COMPANY
By S.E. MASON, Vice President
And D. E. HANSON, Secretary
Principal
(SEAL) FIREMAN'S FUND INDEMNITY COMPANY
By M. J. WHITE, Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 17th day of May in the year one thousand nine hundred and thirty-five before me, Algy E. Lillcrap, a Notary Public in and for said San Diego County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared M. J. WHITE known to me to be the Attorney in Fact of FIREMAN'S FUND INDEMNITY COMPANY the company 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 company, and she duly acknowledged to me that such company executed the same.

orization and issuance of the Bonds.

5. Bonds and Grant Requisitions. From time to time after the execution of this Agreement, the Borrower shall file a requisition with the Government requesting the Government to take up and pay for Bonds or to make a payment on account of the Grant. Each requisition shall be accompanied by such documents as may be requested by the Administrator (a requisition together with such documents being herein collectively called a "Requisition").

6. Bond Payments. If a Requisition requesting the Government to take up and pay for Bonds is satisfactory in form and substance to the Administrator, the Government, within a reasonable time after the receipt of such Requisition, will take up and pay for Bonds, having maturities satisfactory to the Administrator, in such amount as will provide, in the judgment of the Administrator, sufficient funds for the construction of the Project for a reasonable period. Payment for such Bonds shall be made at a Federal Reserve Bank to be designated by the Administrator or at such other place or places as the Administrator may designate, against delivery by the Borrower of such Bonds, having all unmatured interest coupons attached thereto, together with such documents as may be requested by the Administrator. The Government shall be under no obligation to take up and pay for Bonds beyond the amount which in the judgment of the Administrator is needed by the Borrower to complete the Project.

7. Grant by Payment of Money. If a Requisition requesting the Government to make a payment on account of the Grant is satisfactory in form and substance to the Administrator, the Government will pay to the Borrower at such place or places as the Administrator may designate against delivery by the Borrower of its receipt therefor, a sum of money equal to the difference between the aggregate amount previously paid on account of the Grant, and

- (a) 25 per centum of the cost of the labor and materials shown in the Requisition to have been employed upon the Project if the Requisition shows that the Project has not been completed, or
- (b) 30 per centum of the cost of such labor and materials if the Requisition shows that the Project has been completed and that all costs incurred in connection therewith have been determined;

provided, however, that the part of the Grant made by payment of money to the Borrower shall not be in excess of the difference between the Allotment and the amount paid (not including the amount paid as accrued interest) for the Bonds taken up by the Government. The Government reserves the right to make any part of the Grant by cancellation of Bonds or interest coupons or both rather than by payment of money if, in the judgment of the Administrator, the Borrower does not need the money to pay costs incurred in connection with the construction of the Project.

8. Grant by Cancellation of Bonds. If the Borrower, within a reasonable time after the completion of the Project, shall have filed a Requisition, satisfactory in form and substance to the Administrator, then the Government will cancel such Bonds and interest coupons as may be selected by the Administrator in an aggregate amount equal (as nearly as may be) to the difference between 30 per centum of the cost of the labor and materials employed upon the Project and the part of the Grant made by payment of money. The Government will hold Bonds or interest coupons for such reasonable time in an amount sufficient to permit compliance with provisions of this Paragraph, unless payment of such difference shall have been otherwise provided for by the Government.

9. Grant Advances. At any time after the execution of this Agreement the Government may, upon request of the Borrower, if in the judgment of the Administrator the circumstances so warrant, make advances to the Borrower on account of the Grant, but such advances shall not be in excess of 30 per centum of the cost of the labor and materials to be employed upon the Project, as estimated by the Administrator.

10. Deposit of Bond Proceeds and Grant; Bond Fund; Construction Accounts. The Borrower shall deposit all accrued interest which it receives from the sale of the Bonds at the time of the payment therefor and any payment on account of the Grant which may be made under the provisions of Paragraph 8, hereof, into an interest and bond retirement fund account (herein called the "Bond Fund") promptly upon the receipt of such accrued interest or such payment on account of the Grant. It will deposit the remaining proceeds from the sale of the Bonds (whether such Bonds are sold to the Government or other purchasers) and the part of the Grant made by payment of money under the provisions of Paragraph 7, hereof, promptly upon the receipt of such proceeds or payments in a separate account or accounts (each of such ^{separate} accounts herein called a "Construction Account"), in a bank or banks which are members of the Federal Reserve System and of the Federal Deposit Insurance Corporation and which shall be satisfactory at all times to the Administrator.

11. Disbursement of Moneys in Construction ^{Accounts} and in Bond Fund. The Borrower shall expend the monies in a Construction Account only for such purposes as shall have been previously specified in Requisitions filed with the Government and as shall have been approved by the Administrator. Any moneys remaining unexpended in any Construction Account after the completion of the Project which are not required to meet obligations incurred in connection with the construction of the Project shall either be paid into the Bond Fund, or said monies shall be used for the purchase of such of the Bonds as are then outstanding at a price not exceeding the principal amount thereof plus accrued interest. Any Bonds so purchased shall be cancelled and no additional Bonds shall be issued in lieu thereof. The monies in the Bond Fund shall be used solely for the purpose of paying interest on and principal of the Bonds.

12. Other Financial Aid from the Government. If the Borrower shall receive any funds (other than those received under this Agreement) directly or indirectly from the Government, or any agency or instrumentality thereof, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced, and to the extent that such funds so received exceed the part of the Grant which would otherwise be made by payment of money, the aggregate principal amount of Bonds to be purchased by the Government shall be reduced.

13. Construction of Project. Not later than upon the receipt by it of the first Bond payment, the Borrower will commence or cause to be commenced the construction of the Project, and the Borrower will thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost and in accordance with the provisions of this Agreement, plans, drawings, specifications and construction contracts which shall be satisfactory to the Administrator, and under such engineering supervision and inspection as the Administrator may require. Except with the written consent of the Administrator, no materials or equipment for the Project shall be purchased by the Borrower subject to any chattel mortgage, or any conditional sale or title retention agreement.

14. Construction Work. All work on the Project shall be done subject to the rules and regulations adopted by the Administrator to carry out the purposes and control the administration of the Act. By the act of executing this Agreement the Borrower acknowledges receipt of a copy of the rules and regulations set out in Bulletin No. 2, Non-Federal Projects revised March 1, 1935, entitled "P.W.A. REQUIREMENTS as to BIDS, CONTRACTORS' BONDS, AND CONTRACT, WAGE AND LABOR PROVISIONS AND GENERAL INSTRUCTIONS as to APPLICATIONS AND LOANS AND GRANTS", and covenants that said rules and regulations, with all blank spaces filled in as provided in said Bulletin, will be incorporated verbatim in ALL CONSTRUCTION CONTRACTS for work on the Project.*

15. Force Account. All construction work on the Project shall be done under contract, provided, however, that if prices in the bids are excessive, the Borrower reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Administrator for permission to do all or any part of the Project on a force account basis.

16. Restriction as to Contractors. The Borrower shall receive no bid from any contractor, nor permit any contractor to receive any bid from any sub-contractor, who has not signed U.S. Government Form No. P.W.A. 61, revised March, 1934.

17. Bonds and Insurance. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Administrator for the protection of the Borrower, or materialmen, and of labor employed on the Project or any part thereof. The contractor under any construction contract shall be required to provide public liability insurance in an amount satisfactory to the Administrator.

18. Information. During the construction of the Project the Borrower will furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work. The Borrower will furnish to the Government and to any purchaser from the Government of 25 per centum of the Bonds, such financial statements and other information and data relating to the Borrower as the Administrator or any such purchaser may at any time reasonably require.

* Particular care should be taken by the Borrower that in all construction contracts the following words are inserted in the blank space in Paragraph 3 (a) (1) of the rules and regulations: "The City of San Diego and/or San Diego County" and the following words are inserted in the blank space in Paragraph 3 (a) (2) of the rules and regulations: "The State of California."

19. Representations and Warranties. The Borrower represents and warrants as follows:

- (a) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the Bonds, the security therefor, the construction of the Project, or the financial condition of the Borrower;
- (b) Financial Condition. The character of the assets and the financial condition of the Borrower are as favorable as at the date of the Borrower's most recent financial statement, furnished to the Government as a part of the Application, and there have been no changes in the character of such assets or in such financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Borrower's affairs;
- (c) Fees and Commissions. It has not and does not intend to pay any bonus, fee or commission in order to secure the loan or grant hereunder;
- (d) Affirmation. Every statement contained in this Agreement, in the Application, and in any supplement thereto or amendment thereof, and in any other document submitted to the Government is correct and complete, and no relevant fact materially affecting the Bonds, the security therefor, the Grant or the Project, or the obligations of the Borrower under this Agreement has been omitted therefrom.

20. Bond Circular. The Borrower will furnish all such information in proper form for the preparation of a Bond Circular and will take all such steps as the Government or any purchaser or purchasers from the Government of not less than 25 per centum of the Bonds may reasonably request to aid in the sale by the Government or such purchaser or purchasers of any or all of the Bonds.

21. Expenses. The Government shall be under no obligation to pay any costs, charges or expenses incident to compliance with any of the duties or obligations of the Borrower under this Agreement including, without limiting the generality of the foregoing, the cost of preparing, executing and delivering the Bonds, and any legal, engineering and accounting costs charges or expenses incurred by the Borrower.

22. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Borrower and the written approval of the Administrator, without the execution of a new or supplemental agreement.

23. Interest of Member of Congress. No Member of or Delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

24. Validation. The Borrower hereby covenants that it will institute, prosecute and carry to completion in so far as it may be within the power of the Borrower, any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable to empower the Borrower to issue the Bonds and to remedy any defects, illegalities and irregularities in the proceedings of the Borrower relative to the issuance of the Bonds and to validate the same after the issuance thereof to the Government, if in the judgment of the Administrator such action may be deemed necessary, appropriate or advisable. The Borrower further covenants that it will procure and furnish to the Government, as a condition precedent to the Government's obligations hereunder a letter from the Governor of the State stating that if in the judgment of the Administrator it may be advisable to enact legislation to empower the Borrower to issue the Bonds or to remedy any defects, illegalities or irregularities in the proceedings of the Borrower relative to the issuance thereof or to validate the same, said Governor will recommend and cooperate in the enactment of such legislation.

25. Naming of Project. The Project shall never be named except with the written consent of the Administrator.

26. Insurance on Project. The Borrower shall, during the life of the Project, maintain proper and adequate insurance thereon.

27. Undue Delay by the Borrower. If in the opinion of the Administrator, which shall be conclusive, the Borrower shall delay for an unreasonable time in carrying out any of the duties or obligations to be performed by it under the terms of this Agreement, the Administrator may cancel this Agreement.

28. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to pay for any of the Bonds or to make any part of the Grant:

- (a) Financial Condition and Budget. If, in the judgment of the Administrator, the financial condition of the Borrower shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government, or the Borrower shall have failed to balance its budget satisfactorily or shall have failed to take action reasonably designed to bring the ordinary current expenditures of the Borrower within the prudently estimated revenues thereof;
- (b) Cost of Project. If the Administrator shall not be satisfied that the Borrower will be able to complete the Project for the sum of \$750,000, or that the Borrower will be able to obtain, in a manner satisfactory to the Administrator, any additional funds which the Administrator shall estimate to be necessary to complete the Project;
- (c) Compliance. If the Administrator shall not be satisfied that the Borrower has complied with all the provisions contained in this Agreement or in the proceedings authorizing the issuance of the Bonds, theretofore to be complied with by the Borrower;
- (d) Legal Matters. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Bonds, the security therefor or the construction of the Project;
- (e) Representations. If any representation made by the Borrower in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Borrower shall be found by the Administrator to be incorrect or incomplete in any material respect;
- (f) Maturity of Bonds Sold to Government. If, in the event that some of the Bonds are sold to purchasers other than the Government, the maturities of the remaining Bonds are not satisfactory to the Administrator.
- (g) Borrower's Funds. If the Borrower shall not have deposited or shall not have satisfied the Administrator that it will deposit in a Construction Account \$226,000 or such lesser amount as the Administrator may deem necessary, in addition to the funds to be furnished by the Government under this Agreement, to finance the construction of the Project.

This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Borrower and the Government, shall have been received by the Borrower. This Agreement shall be governed by and be construed in accordance with the laws of the State. If any provision of this Agreement shall be invalid in whole or in part, to the extent it is not invalid it shall be valid and effective and no such invalidity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, however, that in the opinion of the Administrator, the Agreement does not then violate the terms of the Act.

IN WITNESS WHEREOF, the Borrower and the Government have respectively caused this Agreement, to be duly executed as of Aug 2, 1935.

Approved as to form
C. L. BYERS, City Attorney
(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

THE CITY OF SAN DIEGO
By PERCY J. BENBOUGH, Mayor
By F. M. LOCKWOOD, Acting City
Manager

UNITED STATES OF AMERICA
Federal Emergency Administrator
of Public Works
By E. W. CLARK, For the Assistant
Administrator.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Loan & Grant Agreement, with the United States Federal Emergency Administrator of Public Works; being Document No. 294296.

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

P E R M I T

Upon the terms and conditions hereinafter recited, a permit is hereby granted to W. SIDNEY TAYLOR, of San Diego, California, for the period of ninety (90) days from August 15, 1935, to prospect for gold, silver and other valuable metals and minerals upon all lands owned, or controlled by The City of San Diego, situated in Section 30, Twp. 14 S, R 1 E, said section lying and being in the County of San Diego, State of California; with the right given to said permittee to mine for, extract, take and remove from said lands gold, silver and other valuable metals and minerals that they may find thereon or therein, upon condition that said permittee shall account to, and pay to, the City of San Diego on the first of each and every month during the said ninety (90) day period, fifteen per cent (15%) of all gold, silver or other valuable metals and minerals extracted by them from said lands; provided that no exclusive rights are intended to be granted hereby.

IT IS FURTHER PROVIDED that said permittee shall keep true and accurate accounts of all metals or minerals extracted by them, which said accounts or records shall at all times be open to inspection by the said City, its officers or agents. This permit shall not be assigned or transferred, nor shall any interest therein be assigned or transferred, without the written consent of the City Manager first obtained.

This permit and all rights hereunder shall be subject to revocation by the City of San Diego upon the failure, neglect or refusal of the permittee to conform to any of the terms or conditions upon which the same is granted.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its City Manager, pursuant to Resolution No. 63412, duly adopted by the Council of said City August 14th, 1935.

Dated this 15th day of August, 1935.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

I hereby approve the terms and conditions of the above permit and agree to be bound by the terms thereof.

APPROVED AS TO FORM:
C. L. BYERS, City Attorney
By H. B. DANIEL, Asst.

W. SIDNEY TAYLOR

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit to W. Sidney Taylor, being Document No. 294352.

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

UNDERTAKING FOR STREET LIGHTING
KENSINGTON MANOR LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTY-ONE DOLLARS (\$31.00), 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 August, 1935.

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 L. M. KLAUBER, V.P., 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 13th day of August, in the year nineteen hundred thirty-five, 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 21st day of August, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 63326 passed and adopted on the 23d day of July, 1935, require and fix the sum of \$31.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By CLARK M. FOOTE, JR., Deputy.

CONTRACT FOR STREET LIGHTING
KENSINGTON MANOR LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of August, 1935, 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 including July 1, 1935, to-wit, to and including June 30, 1936.

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 April 22, 1935, 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 Twenty-one and 80/100 Dollars (\$121.80) 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 "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 Twenty-one and 80/100 Dollars (\$121.80) 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 Twenty-one and 80/100 Dollars (\$121.80).

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 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, V. P.

THE CITY OF SAN DIEGO
By A. W. BENNETT

RAYMOND M. WANSLEY

WALTER C. WURFEL

BRUCE R. STANNARD

JOHN S. SIEBERT

Members of the Council

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

I hereby approve the form of the foregoing Contract, this 21st day of August, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Co., for Kensington Manor Lighting District No. 1; being Document No. 294485.

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

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF
AN AGREEMENT WITH THE CITY OF SAN DIEGO

WHEREAS, an instrument entitled: "An Agreement Supplementing the Agreement Between The City of San Diego and The La Mesa, Lemon Grove & Spring Valley Irrigation District, Dated January 30, 1933, Filed in the Office of the City Clerk of the City of San Diego Under Document No. 280887", and filed in the office of the City Clerk of The City of San Diego, under document No. 29436, has been presented to the Board of Directors of the La Mesa, Lemon Grove & Spring Valley Irrigation District for execution by said District; and

WHEREAS, the Board of Directors has fully considered the terms and provisions of said instrument;

NOW, THEREFORE, IT IS HEREBY RESOLVED, by said Board of Directors, that it would be for the best interests of the District to enter into said agreement, and the President and Secretary of the Board of Directors of said District are respectively hereby authorized and directed to execute said instrument for and on behalf of said District.

I, RUTH C. DREW, do hereby certify: that I am an officer, to-wit: the Secretary of LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, and as such Secretary I have charge of the records of said District, and particularly of the Minute Book of said District; and I do hereby further certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a special meeting duly and regularly called and held on the 15th day of August, 1935, and that the same appears in the minutes of the meeting of the said Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said

corporation this 15th day of August, 1935.

(SEAL)

RUTH C. DREW
Secretary of LA MESA, LEMON GROVE AND SPRING
VALLEY IRRIGATION DISTRICT.

AN AGREEMENT SUPPLEMENTING THE
AGREEMENT BETWEEN THE CITY OF
SAN DIEGO AND THE LA MESA, LEMON
GROVE & SPRING VALLEY IRRIGATION
DISTRICT, DATED JANUARY 30, 1933,
FILED IN THE OFFICE OF THE CITY
CLERK OF THE CITY OF SAN DIEGO
UNDER DOCUMENT NO. 280889

THIS SUPPLEMENTAL AGREEMENT, by and between THE CITY OF SAN DIEGO, a municipal corporation of 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 the 30th day of January, 1933, The City of San Diego and the said District executed an agreement governing the diversion and use of the waters of the San Diego River, one paragraph of which provides as follows:

"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."

AND WHEREAS, the Council of The City of San Diego and the Directors of the La Mesa, Lemon Grove & Spring Valley Irrigation District, on behalf of the respective parties, now desire to enter into an agreement supplementing the original agreement so that the District may have an additional method of financing its obligation to pay to The City of San Diego the amount of the increased cost to the City of constructing and installing a pipe line of forty-eight inches (48") in diameter from El Capitan Dam, as provided for in Section 6 of Title II of said original agreement; NOW, THEREFORE, IT IS AGREED By and between the City and the District as follows:

I.

That the District, as an alternate method of performing its obligations set forth in Section 6 of Title II of the original agreement, herein referred to, in connection with the construction of the El Capitan pipe line, may completely fulfill and discharge its said obligations so set forth by acquiring, constructing and installing the upper ten thousand four hundred (10,400) feet of forty-eight (48) inch diameter electric welded steel pipe, in accordance with the plans and specifications prepared by the Hydraulic Engineer of The City of San Diego, and on file in the office of the City Clerk under Document No. 294373; the acquisition, construction and installation thereof to be at the sole cost and expense of the said District; except and provided, however, that The City of San Diego at its own cost and expense agrees to stake out the line, furnish the data for all cuts, check grades and pay for and furnish such additional field inspection as the City may desire or require. It is further agreed that the City will bear any additional cost and expense which may be occasioned by any changes in the plans or specifications resulting in any increased cost of construction or installation, unless prior to any such alteration, written notice thereof be first given to the Board of Directors of said District and the making of such alterations is consented to by said Board, and any such increased cost due thereto authorized by said Board.

II.

That the District will construction and install said upper ten thousand four hundred (10,400) feet of forty-eight (48) inch diameter electric welded steel pipe in strict accordance with the plans, drawings and specifications therefor prepared by the Hydraulic Engineer of The City of San Diego, filed in the office of the City Clerk under Document No. 294373 and agrees to be bound by each and every part of the said plans and specifications, and to do and cause to be done all of said work and improvement as specified in said specifications, and as shown upon the plans as the same may be interpreted by the Hydraulic Engineer of The City of San Diego, or as required by the State Engineer of the Public Works Administration.

It is agreed that in performing said work and until completion and acceptance the District at its own expense shall furnish and be responsible for all factory and field inspection, and shall be responsible for the engineering supervision in connection with the work; provided, however, that all work shall be subject to the approval or disapproval of the Hydraulic Engineer of The City of San Diego and the State Engineer of the Public Works Administration; and the District shall not approve and/or accept any of the work required by the plans and specifications without first obtaining the approval and/or acceptance of the Hydraulic Engineer for The City of San Diego.

It is further understood and agreed that the City, at its own expense, may provide for such factory and field inspection as the Hydraulic Engineer may deem desirable, and on all questions concerning the acceptability of material, machinery, the execution of the work, and the final approval and acceptance of the completed work, the decision of the Hydraulic Engineer of The City of San Diego shall be final and binding on both parties.

The term "Hydraulic Engineer" as herein used means the Hydraulic Engineer, Division of Development and Conservation of the Water Department of The City of San Diego.

III.

It is agreed that the Hydraulic Engineer may make changes:

- (a) In the designs or material;
- (b) In the plans for installation or construction;
- (c) In quantities or character of the work or material required;

or may at any time during the progress of the work order work or material not covered by the specifications. If such changes result, or such additional work ordered results in an increase of cost to the District, the District shall not be responsible therefor unless notified and consent obtained as provided in Article I of this agreement.

IV.

It is agreed that upon final completion of the work required and acceptance thereof by the Hydraulic Engineer, that the legal ownership thereof and title thereto shall be vested in The City of San Diego, and all the interests and rights of the District in and to said pipe line shall cease, except as to those rights and privileges in connection with the use of such pipe line as is provided for under the terms of the agreement heretofore executed by and between the City and the District under date of January 30, 1933, and filed in the office of the City Clerk of said City under Document No. 280889.

It is understood that nothing herein in this supplemental agreement contained shall be construed as changing the title and ownership of said pipe line as was contemplated in the said original agreement herein referred to, or as changing the rights of the parties under said agreement except as herein specifically provided, and after the completion of said pipe line the District shall have the right to such use thereof as it was granted under the original agreement.

V.

It is agreed that the District shall keep harmless The City of San Diego, its officers and agents, from all damage, cost or expense that arises out of the execution of said work, including any damages for the infringement of any patent rights, and The City of San Diego shall not be responsible for any of the costs of said work except as herein specifically provided for. It is further agreed that the District shall not be considered as agent or servant of the City in carrying out the work, and the City shall not be held responsible for any of the acts of the District or its officers in the performance of said work.

VI.

It is agreed that the construction and installation of said pipe line shall be completed on or before the first day of June, 1936. It is agreed that the Hydraulic Engineer may order the suspension of the work herein required to be done by the District in the event that said District, its contractors and/or agents fail, neglect or refuse to comply with the plans and specifications herein referred to, by serving a written notice to that effect upon the Board of Directors of said District, and the decision of the Hydraulic Engineer shall be final and binding on both parties. Upon suspension of such work by the Hydraulic Engineer he may in his discretion take possession of all or any part of the machinery, tools, appliances, animals, materials and supplies used by the District or its contractors in the work covered by the specifications or that have been delivered by or on account of the District or its contractors for use in connection therewith, and the same may be used either directly by The City of San Diego or by other parties for it in the completion of the work suspended; or The City of San Diego may employ other parties to perform and complete the work or may substitute other machinery or materials, purchase the materials contracted for by the District or its agents and/or contractors in such manner as it may deem proper, or hire such force and buy such machinery, tools, appliances, animals, materials and supplies at the District's expense as may be necessary for the proper conduct or completion of the work. Any cost to The City of San Diego occasioned in the completion of said work and arising from the suspension of said work and required on account of the failure of the District and/or its contractors to comply with this contract and the specifications for this work or the orders of the Hydraulic Engineer issued in pursuance thereof, will be charged to the District who shall be liable therefor; and the District hereby specifically agrees that upon completion of said work by The City of San Diego under the contingency herein provided for that it will pay to said City the cost and expenses arising therefrom.

VII.

It is understood that the District proposes to construct and install said ten thousand, four hundred (10,400) feet of pipe line with money provided by the United States Government as a loan to the District under the rules and regulations of the Public Works Administration; and the time herein fixed for the completion of said work may be extended to cover any loss of time in the completion of the work occasioned by delays due to the requirements of said Public Works Administration.

VIII.

It is understood that the District proposes to construct and install said ten thousand, four hundred (10,400) feet of pipe line with money provided by the United States Government as a loan to the District under the rules and regulations of the Public Works Administration; and the time herein fixed for the completion of said work may be extended to cover any loss of time in the completion of the work occasioned by delays due to the requirements of said Public Works Administration.

VIII.

It is agreed that in the event The City of San Diego commences the construction and installation of any portion of the El Capitan pipe line not to be constructed by the District as herein provided, and before the completion of the work undertaken by the District, that the Hydraulic Engineer shall be authorized to direct the order, manner and rate in which the contractors for the District and the contractors for the City shall conduct their respective work; and in the event such direction results in a delay of the construction of the work by the District, the time herein provided for in connection with the completion of the work by the District shall be extended to cover any such delay.

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 CLARK M. FOOTE, JR., Deputy

THE CITY OF SAN DIEGO

By P. J. BENBOUGH

RAYMOND M. WANSLEY

WALTER C. WURFEL

JOHN S. SIEBERT

BRUCE R. STANNARD

Members of the Council.

LA MESA, LEMON GROVE & SPRING

VALLEY IRRIGATION DISTRICT

By F. R. BEATTY, President

(SEAL) ATTEST:

RUTH C. DREW, Secretary

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 15th day of August, A.D. Nineteen Hundred and Thirty-five, before me, H. A. Hall, 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 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 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.

H. A. HALL

(SEAL)

My Commission Expires
April 20th, 1939.

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

I hereby approve the form of the foregoing Agreement this 14 day of August, 1935.

C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with La Mesa, Lemon Grove & Spring Valley Irrigation District; being Document No. 294364.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Kadstrom Deputy

UNDERTAKING FOR STREET LIGHTING

SAN DIEGO LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$8,348.00), 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 August, 1935.

WHEREAS, the above bounden, 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. 62857, adopted by the Council of said City April 2, 1935, 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 L. M. KLAUBER, V.P., Principal

(SEAL) ATTEST:

E. 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 13th day of August, in the year nineteen hundred thirty-five, 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 21st day of August, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 63325 passed and adopted by the 23d day of July, 1935, require and fix the sum of \$8,348.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By CLARK M. FOOTE, JR., Deputy.

CONTRACT FOR STREET LIGHTING
SAN DIEGO LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of August, 1935, 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;
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;
MARKET STREET, between the east line of State Street produced south and Sixteenth Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street; and
NATIONAL AVENUE, between Twelfth Avenue and Sixteenth Street.

Such furnishing of electric current shall be for the period of one year from and including July 1, 1935 to and including June 30, 1936.

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 April 11, 1935 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-three Thousand, Three Hundred Ninety and 21/100 Dollars (\$33,390.21) 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 Thirty-three Thousand Three Hundred Ninety and 21/100 Dollars (\$33,390.21) 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 Thirty-three Thousand Three Hundred Ninety and 21/100 Dollars (\$33,390.21).

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, V.P.

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

THE CITY OF SAN DIEGO
By A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 21st day of August, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, 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 San Diego Lighting District No. 1; being Document No. 294486.

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 we, CHAS. H. LENTZ, 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 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-two dollars (\$122.00), lawful money of the United States, 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, 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 August, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 15th day of August, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

13 Steel sash No. 54;)
7 Steel sash No. 55162;) 12" x 18" Glass
9 Steel sash No. 52160;)
9 Steel sash No. 53;)

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers thereunto duly authorized, this 15th day of August, 1935.

CHAS. H. LENTZ, Principal
GREAT AMERICAN INDEMNITY COMPANY (SEAL)
By L. DOSTER
By E. K. JAMES, Attorneys-in-fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 15th day of August in the year one thousand nine hundred and Thirty-five, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission will Expire
1-12-38

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

I hereby approve the form of the foregoing bond this 14 day of August, 1935.

C. L. BYERS, City Attorney

I hereby approve the foregoing bond this 15th day of August, 1935.

R. W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 15th day of August, 1935, by and 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. H. LENTZ 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:

- 13 Steel sash No. 54;)
- 7 Steel sash No. 55162;)
- 9 Steel sash No. 52160;) 12" x 18" Glass
- 9 Steel sash No. 53;)

all in accordance with the specifications therefor contained in Document No. 293678, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said steel sash hereinabove described within ten days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said steel sash hereinabove described at and for the price of Four hundred eighty-seven dollars (\$487.00).

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 steel sash by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four hundred eighty-seven dollars (\$487.00), as follows:

Upon the delivery of said steel sash, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a release shall have been executed and filed as hereinabove 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said steel sash, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63380 of the Council, authorizing such execution, and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

CHAS. H. LENTZ

I hereby approve the form of the foregoing contract this 14 day of August, 1935.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Chas. H. Lentz, for Steel Sash; being Document No. 294612.

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, JOSEPH M. KENDALL, doing business under the firm name and style of CONSOLIDATED BUILDING SPECIALTIES 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 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 ninety-two dollars (\$192.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 23rd day of August, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 23rd day of August, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

- 6 Steel sash each 2 No. 35 and 1 No. 35162 two mullions 1/8" solite;
- 2 Steel sash No. 65181 with double "B" glass;
- 2 Steel sash No. 65181 with 1/8" solite;
- 3 Steel sash No. 35162 with 1/8" solite;
- 7 Steel sash each 2 No. 35 and 1 No. 35162 with two mullions 1/8" solite;
- 5 Steel sash No. 64181, 1/8" solite;
- 5 Steel sash No. 34161, 1/8" solite;
- 7 Steel sash No. 32160, 1/8" solite;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers thereunto duly authorized, this 23rd day of August, 1935.

(SEAL) ATTEST:

CONSOLIDATED BUILDING SPECIALTIES CO
JOSEPH M. KENDALL, Principal
MARYLAND CASUALTY COMPANY
By F. F. EDELEN, Its Attorney-in-fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 23rd day of August 1935, 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 foregoing bond this 14 day of August, 1935.

C. L. BYERS, City Attorney

I hereby approve the foregoing Bond this 28th day of August, 1935.

R. W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28th day of August, 1935, by and 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 JOSEPH M. KENDALL, doing business under the firm name and style of CONSOLIDATED BUILDING SPECIALTIES CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 6 Steel sash each 2 No. 35 and 1 No. 35162 two mullions 1/8" solite
- 2 Steel sash No. 65181 with double "B" glass;
- 2 Steel sash No. 65181 with 1/8" solite;
- 3 Steel sash No. 35162 with 1/8" solite;
- 7 Steel sash each 2 No. 35 and 1 No. 35162 with two mullions 1/8" solite;
- 5 Steel sash No. 64181, 1/8" solite;
- 5 Steel sash No. 34161, 1/8" solite;
- 7 Steel sash No. 32160, 1/8" solite;

all in accordance with the specifications therefor contained in Document No. 293678, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said steel sash hereinabove described within ten days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said steel sash hereinabove described at and for the price of Seven hundred sixty-five dollars (\$765.00).

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 steel sash by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seven hundred sixty-five dollars (\$765.00), as follows:

Upon the delivery of said steel sash, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a release shall have been executed and filed as hereinabove 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said steel sash, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

No interest in this agreement shall be transferred by the contractor 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 any breach of this contract are reserved to said City.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63381

of the Council, authorizing such execution, and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
CONSOLIDATED BUILDING SPECIALTIES CO.
JOSEPH M. KENDALL

I hereby approve the form of the foregoing contract this 28th day of August, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Contract with Joseph M. Kendall, doing business as Consolidated Building Specialties Co., being Document No. 294613.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 29th day of August, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and E. RALPH SCHISLER and STEPHEN G. FLETCHER, co-partners, doing business under the firm name and style of THE TORREY PINES COMPANY, hereinafter 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 leases unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that cleared and cultivated land lying west of Pacific Highway not included within the bounds of Torrey Pines Park, situate within the following Pueblo Lots: 1314, 1323, 1324, 1325, 1326, 1330, 1331 and 1333; EXCEPTING City Pump House and Chlorination Station and the land immediately adjacent thereto; being 322.66 acres of land, more or less; subject to the rights of the public in and to all public streets, roads and highways.

And further subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of one (1) year commencing on the first day of September, 1935, and ending on the 31st day of August, 1936, at a rental of Two and One-half dollars (\$2.50) per acre per year, payable semi-annually in advance during the term of this lease.

It is agreed between the parties hereto that with reference to the above description, that the Purchasing Agent 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 Purchasing Agent.

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.

In consideration of the premises the Lessee agrees with the Lessor as follows:

- (1) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;
- (2) That the Lessee will use the land for farming purposes only;
- (3) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this lease to be kept or observed, and upon the expiration of the 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;
- (4) That the City shall have the right to enter upon said lands for inspection, for the purpose of water development.

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, except as may be provided in this lease, and then only for the duration of the term of this agreement. It is 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 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 all water sold to the Lessee by the City for use upon the said premises shall be paid for by the Lessee at the current rate provided, and subject to the regulations and conditions contained in any ordinances of the City and amendments thereto relating to the use, distribution and sale of water, and shall be subject to any rates contained and provided for in any such ordinance or amendment thereto as the same are amended.

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 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 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.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises, or any 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.

The Lessor also reserves all gas, oil and mineral rights in and on said premises herein, and shall always have the right of ingress and egress at all times for the purpose of prospecting or drilling 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 its own expense, all buildings and improvements which have been placed 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, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63461 of the Council, authorizing such execution, and said E. Ralph Schisler and Stephen G. Fletcher have hereunto subscribed their names as and for the act of said Lessee, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R. W. FLACK, City Manager

THE TOREY PINES COMPANY, a co-
partnership
By STEPHEN G. FLETCHER
E. RALPH SCHISLER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with The Torrey Pines Company; being Document No. 294618.

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. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED EIGHTY-SIX DOLLARS (\$286.00), 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 August, 1935.

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 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:
E. L. TOLSON, 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 27th day of August, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 30th day of August, 1935.

C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 63427 passed and adopted on the 20th day of August, 1935, require and fix the sum of \$286.00 as the penal sum of the foregoing Undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of The City of San Diego.
By CLARK M. FOOTE, JR., Deputy.

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 3rd day of September, 1935, 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 furnish of electric current shall be for a period of one year from and including August 7, 1935, to-wit, to and including August 6, 1936.

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 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 May 10, 1935 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Forty-three and 60/100 Dollars (\$1143.60) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 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 One Hundred Forty-three and 60/100 Dollars (\$1143.60) 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 One Hundred Forty-three and 60/100 Dollars (\$1143.60).

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
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER W. WURFEL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 30th day of August, 1935.

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 San Diego Consolidated Gas & Electric Company, for University Avenue Lighting District No. 1; being Document No. 294633.

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, L. J. NEUNER, doing business under the firm name and style of NEUNER BROS., as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are 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, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 7th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 7th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City, for the City of San Diego, four (4) Ford V8 Fordor Sedans, new 1935 models, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 7th day of September, 1935.

NEUNER BROS., Principal
L. J. NEUNER

Doing business under the firm name and style of
NEUNER BROS.

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety
By GEO. H. MURCH, Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 7th day of September, before me, MARSTON BURNHAM, in the year one thousand nine hundred and thirty-five, 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, 1938

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

I hereby approve the form of the foregoing bond this 7th day of September, 1935.

C. L. BYERS, City Attorney
By J. H. MCKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this 16th day of September, 1935.

R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 7th day of September, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and L. J. NEUNER, doing business under the firm name and style of NEUNER BROS., 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, from San Diego, four (4) Ford V8 Fordor Sedans, new 1935 models, in accordance with the following specifications:

To be eight-cylinder four door sedans, 112" wheel base; to be equipped with four six-ply heavy-duty tires and five wheels; to have low-speed generators, six-volt 130-watt capacity, generators to be air cooled and so constructed to operate without failure when subjected to 25% overload over rated capacity, attaining maximum output of 150 watts, and to have full voltage control of two brush type. Cars to be equipped with Pittsburgh duplate or L.O.F. safety glass throughout. To have built-in radio antennas suitable for police frequency reception, and so constructed as to be acceptable to the San Diego Police Department. Cars to be equipped with bumpers front and rear, and to have double windshield wiper extensions; windshields to be capable of being opened or raised sufficiently so that a shotgun can be inserted, aimed and fired through aperture.

Said contractor agrees to furnish and deliver said automobiles hereinabove described within 12 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said automobiles hereinabove described at and for the price of two thousand eight hundred fifty-four and 88/100 dollars (\$2854.88).

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 automobiles by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of two thousand eight hundred fifty-four and 88/100 (\$2854.88), as follows:

Upon delivery of said automobiles, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said automobiles, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63485 of the Council, authorizing such execution, and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

L. J. NEUNER
Doing business under the firm name and style
of NEUNER BROS. - Contractor.

I hereby approve the form of the foregoing contract this 16th day of September, 1935.

C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Neuner Brothers; being Document No. 294701.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Headstrom Deputy

A G R E E M E N T

WHEREAS, La Mesa Realty Company, Inc. is the owner of Lot 4 Block 228 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 401 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Atlantic Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a sign board building on the above-mentioned property, closer to the front property line than permitted by said ordinance; and,

WHEREAS, the 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 sign board building to 12.5 ft. 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 signboard 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 10th day of May, 1935, by La Mesa Realty Company, Inc. that it will, for and in consideration of the permission granted it to erect a signboard building on the above described property to 12.5 ft. from the property line, bind itself to, and it hereby by these presents agrees, to move any signboard building erected in pursuance hereof back from the front property line to

the established line designated by the City of San Diego, as shown in Ordinance No. 401 on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs it to move said signboard building to the line designated; that it will move said signboard building and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

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

LA MESA REALTY COMPANY, INC.
J. HAROLD PETERSON, Pres.
Owner's Name

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 10th day of May, 1935, before me, M. L. Thompson, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J. Harold Peterson 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
April 14, 1936

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

RECORDED MAY 17 1935 5 Min. past 10 A.M., in Book 405 at Page 182 of Official Records, San Diego Co. Recorded at Request of City Clerk. O.M. SWOPE, County Recorder By Deputy R.N. HOWE. I CERTIFY that I have correctly transcribed this document in above mentioned book. ZETTA J. IREY, 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 Document No. 292762.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Hadstone Deputy

UNDERTAKING FOR STREET LIGHTING
ADAMS AVENUE LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 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 September, 1935.

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, 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:
E. L. TOLSON, 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 16th day of September, in the year nineteen hundred thirty-five, 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 E. L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY COMPANY 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 17th day of September, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 63495, passed and adopted on the 3rd day of September, 1935, require and fix the sum of \$234.00 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 24th day of September, 1935, 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, 1935, to-wit, to and including August 27, 1936.

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 June 10, 1935 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 Thirty-six Dollars (\$936.00) 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 "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,

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 Nine Hundred Thirty-six Dollars (\$936.00) 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 Nine Hundred Thirty-six Dollars (\$936.00).

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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:

J. A. CANNON, Secretary

By W. F. RABER

THE CITY OF SAN DIEGO

By PERCY J. BENBOUGH

A. W. BENNETT

RAYMOND M. WANSLEY

WALTER C. WURFEL

BRUCE R. STANNARD

JOHN S. SIEBERT

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 17th day of September,

1935

C. L. BYERS, City Attorney

By JAMES J. BRECKENRIDGE, 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. 294848.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By

August M. Hadstrom

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, the sum of TWO HUNDRED NINETY DOLLARS (\$290.00), lawful money of the United States of America, to be paid to said The City of San Diego, for 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 September, 1935.

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; BACON STREET, between Newport Avenue and Santa Monica Avenue; and VOLTAIRE STREET, between Abbott Street and Froude Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:

J. A. CANNON, Secretary

By W. F. RABER, Principal

(SEAL) ATTEST:

E. L. TOLSON, Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 16th day of September, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 17th day of September, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 63460, passed and adopted on the 27th day of August, 1935, require and fix the sum of \$290.00 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 24th day of September, 1935, 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;
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, 1935, to and including August 13, 1936.

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 May 18, 1935 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand One Hundred Fifty-eight and 60/100 Dollars (\$1158.60) 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 "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 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 One Hundred Fifty-eight and 60/100 Dollars (\$1158.60) shall be paid out of any other fund than said special fund designated as "Ocean Beach Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand One Hundred Fifty-eight and 60/100 Dollars (\$1158.60).

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

(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 PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

I hereby approve the form of the foregoing Contract, this 17th day of September, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, 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 Ocean Beach Lighting District No. 1; being Document No. 294849.

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

UNDERTAKING FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO. 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 THREE HUNDRED FIFTY-NINE DOLLARS (\$359.00), 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 September, 1935.

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, 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:
E. L. TOLSON, Resident Assistant 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

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 16th day of September, in the year nineteen hundred thirty-five, 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 E. L. Tolson, 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 17th day of September, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 63459, passed and adopted on the 27th day of August, 1935, require and fix the sum of \$359.00 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 24th day of September, 1935, 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 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, 1935, to-wit, to and including August 16, 1936.

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 June 4, 1935 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 Eighty-six and 82/100 Dollars (\$286.82) 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 One Hundred Forty-seven and 30/100 Dollars (\$1147.30) 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 One Hundred Forty-seven and 30/100 Dollars (\$1147.30), 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 One Hundred Forty-seven and 30/100 Dollars (\$1147.30).

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 Two Hundred Eighty-six and 82/100 Dollars (\$286.82) 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 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 FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

I hereby approve the form of the foregoing Contract, this 17th day of September, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, 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 Mission Beach Lighting District #2; being Document No. 294847.

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, F. W. FAXON d/b/a the F. W. FAXON COMPANY, as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MASSACHUSETTS, as surety, are 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, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 12th day of Sept., 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

Magazines and newspaper subscriptions for the period beginning September 1, 1935 and ending August 31, 1936, all in accordance with said contract, and with the specifications referred to in said Contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 6th day of September, 1935.

F. W. FAXON CO., Principal
By F. W. FAXON, Prop
MASSACHUSETTS BONDING AND INSURANCE COMPANY,
By GEO. W. BERRY, Vice President

(SEAL) ATTEST:
G. A. ROBERTSON, Assistant Secretary

I hereby approve the form of the within Bond, this 16th day of September, 1935.

C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy City
Attorney

Approved by the City Manager this 12th day of Sept., 1935.

R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 12th day of Sept., 1935, by and 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 F. W. FAXON 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:

Magazines and newspaper subscriptions for the period beginning September 1, 1935 and ending August 31, 1936, all in accordance with the specifications therefor contained in Document No. 293898, on file in the office of the City Clerk of said City, which said document is by reference thereto made a part of this contract as fully as though written out and incorporated into the body hereof.

Said contractor further agrees to furnish and deliver said magazines and newspapers hereinabove described at and for the price of One thousand three hundred ninety-three and 10/100 dollars (\$1,393.10).

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 by the City as herein provided, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of One thousand three hundred ninety-three and 10/100 dollars (\$1,393.10), as follows:

Upon receipt of such evidence of subscriptions by the City Librarian, and acceptance of receipts of all subscriptions by the City Manager, the City of San Diego will pay the Contractor seventy-five per cent (75%) of the amount of the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said Contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said subscriptions of newspapers and magazines, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material furnished by said Contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63419 of the Council, authorizing such execution, and the contractor has caused this contract to be executed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

F. W. FAXON COMPANY
By F. W. FAXON, Prop.

I hereby approve the form of the foregoing agreement, this 28th day of August, 1935.

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 F. W. Faxon Co., for magazines and newspaper subscriptions; being document no. 294870.

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, CONTRACTORS EQUIPMENT & MACHINERY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif., as Principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of MARYLAND, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred eighty-one Dollars (\$181.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 26th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 26th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

One (1) GAR WOOD BULLDOZER, Model RFD, with 5' 7" Blade 24" wide, hydraulic operated, complete with pumps and all standard equipment;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety has caused this instrument 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.

CONTRACTORS EQUIPMENT & MACHINERY CO.
Principal
By W. H. HUDSON, Pres

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

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 26th day of September, 1935, 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 foregoing Bond this 28th day of September, 1935

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY APPROVE the foregoing bond this 28th day of September, 1935.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 26th day of September, 1935, by and 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 CONTRACTORS EQUIPMENT & MACHINERY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One (1) GAR WOOD BULLDOZER, Model RFD, with 5'7" blade 24" wide, hydraulic operated, complete with pumps and all standard equipment. Blade to be of the non-angling type to operate at right angles to the center line of the tractor. Blade shall be powered both up and down having a lift above the horizontal not less than 24", with drop below horizontal not less than 8".

The bulldozer lifting mechanism shall be mounted over the center line of the track frame to avoid eccentric loading. Hydraulic hoists shall be provided on each side for operating the blade.

The above equipment must be complete in all respects with all necessary attachments for attaching to any standard tractor and supplied with hydraulic pump for operating. All operations of the blade shall be controlled by a single valve lever convenient to operator.

Said contractor agrees to furnish and deliver said equipment hereinabove described within ten days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of Seven hundred twenty-one and 72/100 dollars (\$721.72).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of Seven hundred twenty-one and 72/100 Dollars (\$721.72), as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63553 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
CONTRACTORS EQUIPMENT & MACHINERY CO., Contractor
By W. H. HUDSON, Pres.

I hereby approve the form of the foregoing contract this 28th day of September, 1935.

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 Contract, with Contractors Equipment & Machinery Co., for one Bulldozer; being Document No. 294944.

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

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 5th day of September, 1935, 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 Department of said City, party of the first part, and hereinafter sometimes designated as the City, and JOHN G. WOOD, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish certain equipment and labor as hereinafter designated, to be used in conjunction with certain labor and equipment to be furnished by The City of San Diego as hereinafter specified, and to do and perform certain sand blasting and guniting work according to the following specifications:

WORK TO BE DONE

Repairs to Concrete Wharf and Bulkhead Apron, being The Outer Beams of the Original Broadway Pier and Bulkhead Apron Substructures extending along Broadway Pier and from Broadway to "A" Street, San Diego Bay Front, San Diego, California.

GENERAL DESCRIPTION:

The work includes repairs "by guniting" the soffit and faces of existing substructures of concrete wharf and bulkhead apron beams, a few pile surface patches and certain bulkhead wall longitudinal cracks which have deteriorated, cracked and spalled from the embedded structural steel shapes.

The effective sand blasting of exposed steel surfaces and the building up on mesh-reinforcement of certain broken out concrete areas by the cement-gun method is required

WORKMANSHIP:

The Contractor shall personally supervise the work and see to it that his operators procure a good job by watching closely the constituents of mixture of the cement grout and the placing of same; further, that all existing lean-mix and sandpockets be raked off and the surfaces so affected recoated at the time of application.

AREA:

Only those areas out-out shall be measured and the length multiplied by the width of each, added together, shall constitute the measured area for which settlement shall be made. In case of soffit renewals, where side surface shows after rebuilding to the original section, only the whole width of soffit renewal shall be considered in determining the area of work done, as the thickness shall constitute the side exposures, except where side surfaces extend more than one inch (1") above the soffit thickness; then and in that event each added side surface shall be added to other surfaces as a part of this contract.

All areas disintegrated and spalled shall be rebuilt with cement gunite and those whose widest part does not exceed three inches (3") shall be termed and settled for as lineal feet of crack.

APPLICATION OF GUNITE:

Before applying the mortar all parts requiring rebuilding shall be thoroughly sand blasted prior to, and on the same day of, the application of the cement-grout. Said sand-blasting shall be continued until the steel area to be covered are clean and bright, and free from rust and other detrimental substances. The concrete surfaces shall be thoroughly washed down with water under pressure prior to the application of the cement grouting.

The mortar shall be mixed in proportions of one part cement to two parts of clean sharp sand.

The surfaces shall be built up in layers of one inch (1") thickness; and where more than one layer is necessary, the placing of each layer shall follow the preceding layer within one hour's time. All members shall be built up to their original section unless indicated otherwise upon the drawings on file in the office of Port Director of the Harbor Department of said City. All structural steel members shall be covered to a thickness of not less than two inches (2").

The Contractor hereby agrees to so arrange his work as to permit the completion of breaking out and chipping of the above mentioned areas, should same become necessary. Said Contractor further agrees to complete all the repairs necessary in each zone before moving to other zones, unless so authorized by the engineer in charge. It is the intent and purpose of these repairs to obtain a continuous monolith covering over all reinforcing and structural steel members made bare by disintegration, and continuity of work and clean contract surfaces are essential even to the smallest patch.

GENERAL REQUIREMENTS:

Certain areas as partially described above and indicated locations of same upon drawings on file in the office of Port Director of the Harbor Department of said City, together with a mandatory inspection of the site and specific locations of the various areas, shall be termed a part of these specifications.

The cleaning by sandblasting the exposed steel surfaces, the washing with fresh water of all areas to be coated and the building-up of cement and sand grout by the gunite process areas aggregating approximately,

1. 5000 square feet of 10 to 11 inch beam surfaces, 2 inches thick.
2. 600 square feet of spalled column areas, 3 inches thick.
3. 2600 lineal feet of 1" wide by 3" deep spalled and bulkhead cracks.
4. 2000 lineal feet 2" wide by 2" deep spalled and bulkhead cracks.

The Contractor hereby covenants and agrees to furnish all equipment necessary for the guniting and sandblasting, and two (2) men as equipment operators. Said Contractor further agrees to furnish above specified equipment, labor and supervision necessary, in conjunction with the labor and materials to be furnished by The City of San Diego, as hereinafter specified, for the sum of Nine hundred sixty dollars (\$960.00).

Said Contractor agrees to commence said work within one days from and after the date of the execution of this contract, and to do and perform said work at the times and as directed by the Port Director of said City, and to complete said work within 30 days after commencement of same.

The Harbor Department of the City of San Diego hereby covenants and agrees to furnish compressor, necessary floats, sand, cement, water, reinforcing mesh, and all labor except two (2) men to be furnished by said Contractor as equipment operators. Said Harbor Department further agrees to furnish the labor necessary for breaking off of spalled and existing loosened material, and to chip the rust from all exposed steel surfaces. Said Harbor Department further covenants and agrees to put in place all necessary mesh reinforcement.

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 the Port Director, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sums hereinbefore set out, as follows:

Upon completion of the said work, and the acceptance of the same by the Port Director, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the Port Director, and it is accepted by the Port Director, 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. When the terms of the contract shall have been fully complied with to the satisfaction of the Port Director, and when a release of all claims against said City under or by virtue of the contract shall have been executed by the Contractor, and 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.

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 Port Director, in writing, having been first obtained.

The work shall be conducted under the immediate supervision of the Port Director of said City, or such other official or officials as the Port Director may appoint, and will be inspected by inspectors appointed by said Port Director, who will enforce strict compliance with the terms of this contract.

Further, said Contractor 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 his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said Contractor further agrees and covenants that neither said Contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said Contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any subcontractor, contrary to the provisions of said charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof,

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.

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 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 by 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 the following rate for any work done under this contract by the Contractor, or by any subcontractor:

Craft or Type	Wage - 8-hour day
Nozzle man	\$1.00 per hour
Gun man	\$1.00 per hour
For overtime work in excess of eight (8) hours in any one calendar day, 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.	

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, 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 Contractor has hereunto subscribed his name, 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

JOHN G. WOOD, Contractor.
I hereby approve the form of the foregoing Contract this 21st day of September, 1935.

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 John G. Wood, being Document No. 294953.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, CITY CHEVROLET CO., a corporation organized and existing under and by virtue of the laws of the State of 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 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 Three hundred sixty-nine Dollars (\$369.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 24th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

Two (2) one and one-half ton Chevrolet truck chassis
with closed cabs;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

CITY CHEVROLET COMPANY - UNION & C STREETS
SAN DIEGO, CALIF.
Principal

By Wm. A. MORGAN, President

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

By DONALD B. GOLDSMITH, Attorney
234 Spreckels Bldg., San Diego, California

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 24th day of September in the year One Thousand Nine Hundred and Thirty-five 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 instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

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

(SEAL)
My Commission expires
March 12, 1938

I hereby approve the form of the foregoing bond this 30th day of September, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 30th day of September, 1935.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of September, 1935, by and 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 CITY CHEVROLET CO., a corporation organized and existing under and by virtue of the laws of the State of Calif., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Two (2) one and one-half ton Chevrolet truck chassis with closed cab - to have six-cylinder motors - 131" wheel base - transmission to have four speeds forward - tire size 32 x 6 - 8 ply with duals rear.

Said contractor agrees to furnish and deliver said equipment hereinabove described within sixty days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of One thousand four hundred seventy-two and 54/100 dollars (\$1,472.54).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of One thousand four hundred seventy-two and 54/100 Dollars (\$1,472.54), as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63551 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

CITY CHEVROLET CO., Contractor
By Wm. A. MORGAN, Pres.

I hereby approve the form of the foregoing contract this 30th day of September, 1935.

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 Contract with City Chevrolet Co., for two trucks; being Document No. 294980.

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, SMITH-BOOTH USHER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and GLOBE INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws 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 Three hundred seventy-eight (378) Dollars (\$378.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 27th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 27th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

One (1) CLETRAC Standard Model 20-C Tractor;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL)

SMITH-BOOTH-USHER CO., Principal
By C. E. BAKER, President

(SEAL)

GLOBE INDEMNITY COMPANY, Surety
By D. W. COAKLEY, Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 27th day of September in the year one thousand nine hundred and 35, before me, MARGARET MURPHY, a Notary Public in and for the County of Los Angeles, personally appeared D. W. COAKLEY 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 Los Angeles, the day and year in this certificate first above written.

(SEAL)
My Commission Expires
Dec. 23, 1938

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

I hereby approve the form of the foregoing bond this 30th day of September, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney
R. W. FLACK, City Manager

I hereby approve the foregoing bond this 30th day of September, 1935.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 27th day of September, 1935, by and 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 SMITH BOOTH USHER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One (1) CLETRAC Standard Model 20-C Tractor, with 4 cylinder Hercules-Cletrac gasoline engine, magneto ignition and impulse starter, 11" plates and standard street plates, spark arrester, hood side plates and canopy top. Engine equipped with oil filter and air cleaner, and with all standard equipment.

Said contractor agrees to furnish and deliver said equipment hereinabove described within three days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of One thousand five hundred nine and 05/100 dollars (\$1,509.05).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of One thousand five hundred nine and 05/100 Dollars (\$1,509.05), as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63556 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

(SEAL) ATTEST:
F. B. WHITTAM, Secretary

SMITH-BOOTH-USHER CO., Contractor
By C. E. BAKER, President

I hereby approve the form of the foregoing contract this 30th day of September, 1935.

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 Contract, with Smith-Booth-Usher Co. for one tractor; being Document No. 294981.

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, CAMPBELL CHEVROLET COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and GLOBE INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws 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 Three hundred eighty-eight Dollars (\$388.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 24th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

One (1) one and one-half ton Chevrolet truck chassis with closed cab;

One (1) one and one-half ton Chevrolet truck chassis with closed cab;

equipped with standard flat rack body, stakes and slat sides;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

CAMPBELL CHEVROLET COMPANY,

Principal

By ROY B. CAMPBELL, V.P. & Gen'l Mgr

GLOBE INDEMNITY COMPANY, Surety

By L. DOSTER

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

(SEAL)

(SEAL)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO) ss

On this 24th day of September in the year one thousand nine hundred and Thirty-five, before me, R. L. Paine a Notary Public in and for the County of San Diego, personally appeared L. Doster and E. K. James known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of Globe Indemnity Company and acknowledged to me that they subscribed the name of Globe Indemnity Company thereto as principal, and their own names as attorneys 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

1-12-38

R. L. PAINE

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

I hereby approve the form of the foregoing bond this 30th day of September, 1935.

C. L. BYERS, City Attorney

By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 30th day of September, 1935.

R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of September, 1935, by and 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 CAMPBELL CHEVROLET COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One (1) one and one-half ton Chevrolet truck chassis with closed cab - to have six-cylinder motor - 131" wheel base - transmission to have four speeds forward - tire size 32 x 6 - 8 ply with duals rear

One (1) one and one-half ton Chevrolet truck chassis with closed cab - to have six-cylinder motor - 131" wheel base - transmission to have four speeds forward - tire size 32 x 6 - 8-ply with duals rear - to be equipped with standard flat rack body, stakes and slat sides-- inside dimensions approximately 106" x 81-1/2" x 42".

Said contractor agrees to furnish and deliver said equipment hereinabove described within Sixty days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of One thousand five hundred fifty-one and 34/100 dollars (\$1,551.34).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of One thousand five hundred fifty-one and 34/100 Dollars (\$1,551.34) as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution Nos. 63549 and 63550 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

CAMPBELL CHEVROLET COMPANY, Contractor
By ROY B. CAMPBELL, V.P. & Gen Mgr

(SEAL) ATTEST:
I. C. ORR

I hereby approve the form of the foregoing contract this 30th day of September, 1935.

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 Contract with Campbell Chevrolet Co., being Document No. 294982.

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, J. R. TOWNSEND CO., INC., a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws 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 Three-hundred thirty-four Dollars (\$334.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 24th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 24th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

One (1) Studebaker 2-3 ton truck chassis with closed cab;
all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

J. R. TOWNSEND CO., INC.,
Principal

By J. R. TOWNSEND, Pres.
GREAT AMERICAN INDEMNITY COMPANY, Surety

By L. DOSTER
By E. K. JAMES, Attorneys-in-fact

(SEAL)

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 24th day of September in the year one thousand nine hundred and Thirty-five, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed in 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
1-12-38

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

I hereby approve the form of the foregoing bond this 25th day of September, 1935.

C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney
R. W. FLACK, City Manager

I hereby approve the foregoing bond this 25th day of September, 1935.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of September, 1935, by and 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 CO., INC., a corporation organized and existing under and by virtue of the laws of the State of Calif., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One (1) Studebaker 2-3 ton truck chassis with closed cab. Maximum gross weight to be 13,500 pounds - chassis weight with cab to be 4615 pounds - engine to be six-cylinder with 230 cubic inch displacement - torque 162 foot pounds - compression ratio 5.5 to one with aluminum cylinder head - transmission Warner T-9 with four speeds forward - front axle Timken No. 31020 - rear axle Timken No. 54410 full floating - wheels Dayton spoke - tires 32 x 6 - 10 ply with 6 inch rims - service brakes Bendix duo-servo brake shoes hydraulically operated - emergency brake at transmission, 61-1/2 square inches lining area - governor. Handy auxiliary springs give leaves - steering gear Ross cam and lever Model 215 - universal joints Mechanics Model 4 C Needle, three joints being used - wheelbase 165" - distance from back of cab to center of rear axle 84" - distance from center of rear axle to end of frame 47 15/16" - width of frame 34" - distance between inside rear wheels with 32 x 6 10 ply tires, 49 3/16".

Said contractor agrees to furnish and deliver said equipment hereinabove described within fifteen days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of One thousand three hundred thirty-three and 85/100 dollars (\$1,333.85).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of One thousand three hundred thirty-three and 85/100 Dollars (\$1,333.85), as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63557 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
J. R. TOWNSEND CO., Inc.
Contractor
By J. R. TOWNSEND, Pres.

I hereby approve the form of the foregoing contract this 25th day of September, 1935.

C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. Townsend Co., being Document No. 294983.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Watson Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, INTERNATIONAL HARVESTER CO. OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, as Principal, and FIREMAN'S FUND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of California, 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 twenty Dollars (\$420.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 28th day of September, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 28th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

Two (2) Station wagons with closed cabs;

all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

INTERNATIONAL HARVESTER COMPANY OF AMERICA,
Principal

By L. S. KOENIG, Mgr.

FIREMAN'S FUND INDEMNITY COMPANY, Surety

By M. J. WHITE, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28th day of September in the year one thousand nine hundred and thirty-five before me, Algy E. Lillcrap a Notary Public in and for said San Diego County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared M. J. WHITE known to me to be the Attorney in Fact of FIREMAN'S FUND INDEMNITY COMPANY the company 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 company, and she duly acknowledged to me that such company 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.

ALGY E. LILLCRAP

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

(SEAL)

My Commission expires
May 29, 1937

I hereby approve the form of the foregoing bond this 3d day of October, 1935

C. L. BYERS, City Attorney

By H. B. DANIEL, Assistant City
Attorney

I hereby approve the foregoing bond this 28th day of September, 1935.

R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28th day of September, 1935, by and 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 INTERNATIONAL HARVESTER CO. OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, 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, f.o.b. San Diego:

Two (2) Station wagons with closed cabs - to have six-cylinder

L head motor - chassis weight not less than 2200 pounds - 113" wheel

base - body to be not less than 83" from back of front seat to end

of body at floor - to have six-ply heavy duty tires.

Said contractor agrees to furnish and deliver said equipment hereinabove described within two days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of One thousand six hundred seventy-seven and 26/100 dollars (\$1,677.26).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of One thousand six hundred seventy-seven and 26/100 Dollars (\$1,677.26), as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63552 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By R. W. FLACK, City Manager

INTERNATIONAL HARVESTER COMPANY OF AMERICA,
Contractor

By L. S. KOENIG, Manager

I hereby approve the form of the foregoing contract this 3d day of October, 1935.

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 Contract with International Harvester Co. of America, being Document No. 295031.

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, C. A. GRAY, 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 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 ninety-two dollars (\$592.00) lawful money of the United States, 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 September, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 24th day of September, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City One (1) Dodge 1-1/2 ton dump truck with closed cab, and two (2) Dodge one-half ton delivery pickup trucks with closed cabs, all in accordance with said contract, and with the specifications referred to in said contract:

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 24th day of September, 1935.

C. A. GRAY, Principal
By W. A. BARBER, Attorney in fact
of C. A. Gray

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 30th day of September, 1935, before me, V. T. Nelson, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared W. A. BARBER, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of C. A. GRAY, the principal that executed the within instrument, and acknowledged to me that he subscribed the name of C. A. GRAY thereto as principal and his own name as attorney in fact.

I further certify that said instrument was executed by said W. A. BARBER as attorney in fact of C. A. GRAY 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)

V. T. NELSON
Notary Public in and for said County and State
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN Its Attorney-in-Fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 24th day of September, 1935, 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 foregoing bond this 30th day of September, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 30th day of September, 1935.

R. W. FLACK, City Manager

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 24th day of September, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and C. A. GRAY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One (1) Dodge 1-1/2 ton dump truck with closed cab - chassis shipping weight 3725 pounds; Model K-32 - 136" wheel base - transmission four speeds forward - tire size 32x6 10-ply duals rear with six-inch rims - body to be Weeds 1-1/2 cubic yards No. C - 10 with Woods hydraulic hoist No. D-6 - six-cylinder motor.

Two (2) Dodge one-half ton delivery pickup trucks with closed cabs - to have six-cylinder L head motors - 111-1/4" wheelbase - to be equipped with six ply heavy duty tires - to be equipped with standard type pickup body.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 14 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of two thousand and three hundred sixty-four and 73/100 dollars (\$2,364.73).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of two thousand three hundred sixty-four and 73/100 dollars (\$2,364.73), as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolutions Nos. 63554 and 63555 of the Council, authorizing such execution, and the contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By R. W. FLACK, City Manager

C. A. GRAY, Contractor

By W. A. BARBER,

Attorney in fact of C.A. GRAY

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 30th day of September, 1935, before me, V. T. Nelson, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appears W. A. BARBER, known to me to be the Person whose name is subscribed to the within instrument as the attorney in fact of C. A. GRAY, the principal that executed the within instrument, and acknowledged to me that he subscribed the name of C. A. GRAY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said W. A. BARBER as attorney in fact of C. A. GRAY 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.

V. T. NELSON

(SEAL)

Notary Public in and for said County and State

I hereby approve the form of the foregoing contract this 30th day of September, 1935.

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 Contract, with C. A. Gray, being Document No. 295032.

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, E. P. WATSON, JR., as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, as Surety, are 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 Six Dollars (\$806.00), lawful money of the United States, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 7th day of October, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 7th day of October, 1935, entered into the annexed contract with said The City of San Diego to furnish all tools, labor, transportation, material, equipment and supplies and other expense of every kind and description necessary or incidental to breaking up boulders and removal of materials from El Capitan Spillway, in the County of San Diego; all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 7th day of October, 1935.

E. P. WATSON, JR., Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY,
Surety

(SEAL) ATTEST:
BILDA C. FOTLAND

By DONALD B. GOLDSMITH, Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 7th day of October in the year one thousand nine hundred and thirty-five, before me, Helen C. Wallace, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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
March 12, 1938

HELEN C. WALLACE
Notary Public in and for said County and State

I hereby approve the form of the foregoing Bond this 7th day of October, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney

I hereby approve the foregoing bond this 7th day of October, 1935.

R. W. FLACK, City Manager

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That E. P. WATSON, JR., as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and to all persons, companies and 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 Six Hundred Eleven Dollars (\$1,611.00), lawful money of the United States, for which payment, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 7th day of October, 1935.

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, and the above named principals, parties of the second part, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractor agrees to furnish all tools, labor, transportation, material, equipment and supplies and other expense of every kind and description necessary or incidental to breaking up boulders and removal of materials from El Capitan Spillway, in the County of San Diego, all in accordance with the specifications therefor referred to in said contract, and for the contract price referred to in said contract.

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against him for such labor, materials, supplies, 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, 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, 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 provided.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 7th day of October, 1935.

(SEAL) ATTEST:
BILDA C. FOTLAND

E. P. WATSON, JR., Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY,
Surety
By DONALD B. GOLDSMITH,
Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 7th day of October in the year one thousand nine hundred and Thirty-five before me Helen C. Wallace, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE 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
March 12, 1938

HELEN C. WALLACE
Notary Public in and for said County and State

I hereby approve the form of the foregoing bond, this 7th day of October, 1935

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE, Deputy
City Attorney
R. W. FLACK, City Manager

I hereby approve the foregoing bond this 7 day of October, 1935.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 7th day of October, 1935, 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 City Manager of said City, the party of the first part, and hereinafter sometimes designated as the City, and E. P. WATSON, JR., 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 breaking up boulders and removal of materials from El Capitan Spillway in the County of San Diego, in accordance with the schedule, hereinafter designated, and the price therefor as follows:

Item No.	Work or Material	Quantity and Price	Amount
1	2" drill holes in rock, boulders or elsewhere, 750 linear feet at - - - - -	Fifty Cents (\$0.50) per linear feet	\$375.00
2	Leading and shooting holes 300 holes at - - - - -	Fifty Cents (\$0.50) each	\$150.00
3	Hauling shovel to site and removal after completion of work, 1 at - - - - -	Seventy-five Dollars (\$75.00)	\$ 75.00
4	Hauling caterpillar to site and removal after completion of work, 1 at - - - - -	Twenty Dollars (\$20.00)	\$ 20.00
5	Hauling 5 cubic yard truck to site and removal after completion of work, 1 at - - - - -	Five Dollars (\$5.00)	\$ 5.00
6	Hauling 8 cubic yard truck to site and removal after completion of work, 1 at - - - - -	Ten Dollars (\$10.00)	\$ 10.00
7	Rate per hour for use of 5 cubic yard dump truck 150 hours at - - - - -	Two and One-quarter Dollars (\$2.25) per hour	\$ 337.50
8	Rate per hour for use of 8 cubic yard dump truck, 150 hours at - - - - -	Three and One-half Dollars (\$3.50) per hour	\$525.00
9	Rate per hour for shovel, 175 hours at - - - - -	Eight Dollars (\$8.00)	\$1,400.00
10.	Rate per hour for caterpillar bulldozer, 40 hours at - - - - -	Five Dollars (\$5.00)	\$200.00
11.	40% giant dynamite or equivalent complete in place 300 pounds at - - - - -	Twenty-five Cents (\$0.25) per pound	\$ 75.00
12.	Blasting caps complete in place, 300 at - - - - -	Three Cents (\$0.03) each	\$ 9.00
13.	Black blasting powder complete in place, 200 pounds at - - - - -	Fifteen Cents (\$0.15) per pound	\$ 30.00
14.	Safety fuses, complete in place, 1000 feet at - - - - -	One Cent (\$0.01) per foot	\$ 10.00

Said work to be done at the place and in the manner as directed by the Hydraulic Engineer of The City of San Diego, or by any other person appointed therefor by the City Manager.

Said contractor agrees to commence said work within 3 days from and after the date of the execution of this contract and to do and perform said work at the time and as directed by the Hydraulic Engineer of said City, or by any other person appointed therefor by the City Manager.

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 hereinbefore set out, as follows:

Upon completion of the said work and the acceptance of the same by the City Manager, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until the completion of the work to the satisfaction of the City Manager 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 III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, and when a release of all claims against said City 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.

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 City Manager, in writing, having been first obtained.

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

Further, said contractor 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 his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants 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 Charter of The City of San Diego, or of 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 any subcontractor, contrary to the provisions of said Charter and statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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.

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 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 by 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 the following rate for any work done under this contract by the contractor, or by any subcontractor:

Craft or Type	Wage 8-hour day
Auto mechanics -----	\$6.40
Blacksmith -----	6.40
Bulldozer operator -----	7.20
Clerk -----	5.00
Compressor operator -----	6.00
Driller -----	5.50
Drill sharpener -----	6.00
Labor, common -----	5.00
Mechanic -----	6.40
Powderman -----	6.00
Shovel operator -----	9.00
Shovel oiler -----	6.00
Superintendent -----	9.00
Tractor operator (60 h.p.) -----	7.20
Truck driver -----	6.00
Watchman -----	4.50
Any classification omitted herein, not less than -----	5.00

For extra work performed on Sundays, legal holidays, as set forth in Section 10 of the Political Code of the State of California, and for work performed in excess of eight hours in one calendar day in such cases in which such overtime work is permitted by law, one and one-half times the said prevailing or current rate of per diem wages hereinabove set forth.

The contractor further agrees that this contract shall be performed in accordance with that certain schedule and specification on file in the office of the City Clerk of The City of San Diego, bearing Document No. 294552, and by reference to said document same is made a part of this paragraph as though fully set out herein.

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 has caused this instrument to be executed by its City Manager, and the said contractor was hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
E. P. WATSON, JR., Contractor

I hereby approve the form of the foregoing contract, this 1st day of October, 1935.

C. L. BYERS, City Attorney
By JAMES J. BRECKENRIDGE
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with E. P. Watson, Jr., being Document No. 295008.

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, WEBB BROTHERS, LTD., as principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue 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 Five Hundred Forty-three Dollars (\$543.00) lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 9th day of October, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 9th day of October, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City One (1) 40 H.P. track laying type tractor, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 9th day of October, 1935.

(SEAL) WEBB BROTHERS, LTD., Principal
By ROY C. WEBB, Vice Pres.
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK,
Surety
By DONALD B. GOLDSMITH, Attorney

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 9th day of October in the year One Thousand Nine Hundred and Thirty-five before me Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such corporation executed the same.

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

(SEAL) HELEN C. WALLACE
Notary Public in and for the County of San Diego
State of California.
My commission expires
March 12, 1938

I hereby approve the form of the foregoing bond this 9th day of October, 1935.

C. L. BYERS, City Attorney
By J. H. MCKINNEY, Deputy City
Attorney

I hereby approve the foregoing bond this 14th day of October, 1935.

R. W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 9th day of October, 1935, by and 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 WEBB BROTHERS, LTD., 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, f.o.b. San Diego, One (1) track laying type tractor, not less than forty (40) drawbar h.p. rating, equipped with grouser plate treads without pilot wheels, in accordance with the specifications therefor on file in the office of the City Clerk bearing Document No. 294707.

Said contractor agrees to furnish and deliver said equipment hereinabove described within thirty days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of Two Thousand One Hundred Sixty-eight and 15/100 Dollars (\$2168.15).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand One Hundred Sixty-eight and 15/100 Dollars (\$2168.15) as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that he will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63604 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
WEBB BROTHERS, LTD.
By ROY C. WEBB, Vice Pres.

(SEAL) ATTEST
E. W. ARNOLD

I hereby approve the form of the foregoing contract this 9th day of October, 1935.

C. L. BYERS
By J. H. MCKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Webb Brothers, Ltd., being Document No. 295065.

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 10th day of October, 1935, 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 sometimes called the City, and ABE MILLER, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee 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 tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; the lands hereby leased being more particularly described as follows:

Beginning at the point of 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 southwesterly along the southwesterly prolongation of the northwesterly line of Nutmeg Street a distance of 28.05 feet to the true point or place of beginning; thence continuing southwesterly along the southwesterly prolongation of the northwesterly line of Nutmeg Street a distance of 85.21 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 66° 58' 04" west; thence northwesterly along the arc of said curve an arc distance of 199.26 feet to a point on the southwesterly prolongation of the center line of Olive Street; thence north 61° 38' 30" east along the southwesterly prolongation of the center line of Olive Street a distance of 80.00 feet to a point; thence south 27° 01' 31" east a distance of 210.76 feet to the true point or place of beginning, containing 16,563 square feet of land.

The lands hereinabove described being shown on the map or plat marked Exhibit "A", and 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 ten (10) years beginning on the 10th day of October, 1935, and ending on the 9th day of October, 1945, unless sooner terminated as herein

provided, at the following rentals:

For the first five-year portion of said term, commencing on the 10th day of October, 1935, the sum of five cents (5¢) per square foot per year;
For the second and final five-year portion of said term, the sum of seven cents (7¢) per square foot per year.

All rentals hereunder shall be due and payable monthly in advance upon 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 sub-let the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted; provided, however, that the lessee shall have the right to assign this lease to a corporation that may be hereafter formed by the lessee for the purpose of engaging in the business contemplated to be carried on under the terms of this lease without the requirement of approval by the Harbor 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 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 for the purpose of conducting and maintaining thereon the business of selling merchandise, including antiques of every description, furniture, art ware, both old and new; perfumes and oils; novelties, curios, gift items; books, prints, etchings, paintings; postage stamps, coins, oddities, hobby items; and/or any other commercial use not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such building or buildings as may be necessary or convenient for conducting or carrying on the above-named business or businesses.

(2) That said lessee shall at the expiration or termination of this lease have the right, and shall be required to remove all improvements placed upon said premises by him.

(3) That all plans for buildings 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) It is expressly understood and agreed by said lessee that the Council of said City 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 Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at his own cost and expense, and without any claim or right to damages or compensation therefor.

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

(6) In the event that the lessee shall fail to establish and maintain the business or businesses 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 him under this lease undertaken, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, 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 hereunder; and said lessee, in accepting this lease hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinabove mentioned.

(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, thereby are made a part of this lease with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names, as and for the act of said City, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By RUFUS CHOATE
R. H. Van DEMAN
EMIL KLIČKA
Members of the Harbor Commission

ABE MILLER, Lessee

I hereby approve the form of the foregoing Lease, this 5th day of September, 1935.

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 Tidelands Lease with Abe Miller, being Document 295141.

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, CONTRACTORS EQUIPMENT & MACHINERY COMPANY, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue 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 Seven Hundred Fifty-five Dollars (\$755.00) lawful money of the United States, 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 October, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 23rd day of October, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City One (1) motor patrol grader, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 23rd day of October, 1935.

CONTRACTORS EQUIPMENT & MACHINERY
COMPANY, Principal
By W. H. HUDSON, Mgr.

MARYLAND CASUALTY COMPANY, Surety
By V. WANKOWSKI, Its Attorney-in-Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 23rd day of October 1935, 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 V. WANKOWSKI 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 V. WANKOWSKI 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 foregoing bond this 26th day of October, 1935.

C. L. BYERS, City Attorney
By H. B. DANIEL, Asst. City
Attorney

I hereby approve the foregoing bond this 28th day of October, 1935.

R. W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 23rd day of October, 1935, by and 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 CONTRACTORS EQUIPMENT & 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 and deliver to said City, f.o.b. San Diego, One (1) motor patrol grader in accordance with the following specifications:

To be one 12' pneumatic tired motor grader with scarifier. To be a power controlled unit with single rear axle drive equipped with dual 40 x 8 tires on driving wheels. Unit to be equipped with canopy top. To have 12' extra heavy mouldboard and end bits for oil mix - mouldboard to be not less than 11/16" in thickness. To have front scarifier attachment with tooth spacing not more than 4-1/2" center to center, scarifier teeth to be secured in block by means of keys or wedges and not by rods or set screws passing through the teeth. Frame to be of standard channel with minimum depth of 9" and weighing not less than 28 pounds per foot, or if of 10" depth, to weigh not less than 25 pounds per foot. Mouldboard drilling to conform to Standard American Association of State Highway Officials.

Unit to be powered with gasoline engine of not less than 28 h.p. N.A.C.C. with Robert Bosch, Splitdorf, or equal magneto. Shipping weight of grader to be not less than 11,500 pounds. Where the starting device is between engine and mouldboard it shall be so constructed as to allow cranking from either side of the unit. Clutch shall be operated by a foot pedal conveniently located. The unit must be fitted with two independent sets of brakes, one of which must be suitable for use as a service brake. The service brakes must be so designed and constructed as to be fully and equally effective on both rear wheels irrespective of the direction of travel of the unit. Service brake shall be operated by foot pedal so located and designed as to permit application of the brakes by forward or vertical movement of the operator's foot. Tractor to be equipped with muffler complying with California laws. Exhaust to be discharged at a point below and to the rear of the driver's seat. Grader attachment must have blade-swing mechanism and blade circle lock, which can be operated from the operator's platform. Bearings for blade lift arms to be fitted with approved device for taking up wear. In the case of a mechanically operated blade control mechanism, power box must have positive geared connection with motor or transmission.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 18 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of Three Thousand Twenty-three and 15/100 Dollars (\$3,023.15).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand Twenty-three and 15/100 Dollars (\$3,023.15), as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63638 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By R. W. FLACK, City Manager

CONTRACTORS EQUIPMENT & MACHINERY COMPANY

By W. H. HUDSON, Mgr.

I hereby approve the form of the foregoing contract this 26th day of October, 1935.

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 Contractors Equipment & Machinery Company, being Document No. 295221.

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, GIVEN MACHINERY COMPANY, LTD., as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue 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 Twenty-five Dollars (\$325.00) lawful money of the United States, 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 31st day of October, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 31st day of October, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City One (1) used Kemp-smith No. 3 Universal Milling Machine, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 31st day of October, 1935.

GIVEN MACHINERY COMPANY, LTD.,

By SAM GIVEN, Pres., - Principal

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By F. X. SCHOEFFER, Resident Vice-President

(SEAL) ATTEST:

M. A. PAGE,
Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 31st day of October, in the year nineteen hundred 35, before me, MARY E. ROGERS, a Notary Public in and for the said County of LOS ANGELES, STATE OF CALIFORNIA, residing therein, duly commissioned and sworn, personally appeared F. X. SCHOEFFER, known to me to be the Resident Vice-President and M. A. PAGE, 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)

My Commission Expires
March 11, 1938

MARY E. ROGERS

Notary Public in and for said Los Angeles County
State of California

I hereby approve the form of the foregoing bond this 1st day of November, 1935.

C. L. BYERS, City Attorney
By J. H. MCKINNEY, Deputy City
Attorney

I hereby approve the foregoing bond this 1st day of November, 1935.

R. W. FLACK, City Manager

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 31st day of October, 1935, by and 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 GIVEN MACHINERY COMPANY, LTD., 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, f.o.b. San Diego, One (1) used Kempsmith No. 3 Universal Milling Machine, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 294951.

Said contractor agrees to furnish and deliver said equipment hereinabove described within five days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of One Thousand Three Hundred Dollars (\$1,300.00).

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 equipment by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Three Hundred Dollars (\$1,300.00) as follows:

Upon delivery of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said contractor, and twenty-five per cent (25%) shall not become due and payable until a 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. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, 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.

Said contractor agrees that it will be bound by each and every part of this contract, and furnish and deliver said equipment, as herein provided.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of 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 or material or equipment furnished by said contractor unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

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.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 63649 of the Council, authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of First Part,
By R. W. FLACK, City Manager

GIVEN MACHINERY COMPANY, LTD.
By SAM GIVEN, Pres.
Party of Second Part.

I hereby approve the form of the foregoing contract this 1st day of November, 1935.

C. L. BYERS, City Attorney
By J. H. MCKINNEY, Deputy City
Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Given Machinery Company, Ltd., being Document No. 295272.

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, S. L. MOYERS AND H. F. McCARTY, 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, 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 thirteen dollars (\$213.00), lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of August, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principals on the 30th day of August, 1935, entered into the annexed contract with said The City of San Diego, to daily clean and harrow certain beaches in the said City of San Diego, all in accordance with said contract, and with the specifications referred to in said contract.

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

IN WITNESS WHEREOF, the said principals have hereunto subscribed their names, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized this 31st day of August, 1935.

L. S. MOYERS

H. L. McCARTY, Principals

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

By C. J. STAFFORD, Attorney

(SEAL) ATTEST:

BILDA C. FOTLAND

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 31st day of August, 1935, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. S. Moyers and H. L. McCarty known to me to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same.

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

O. H. KINNEY

(SEAL)

Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 3rd day of September, 1935

C. L. BYERS, City Attorney

By HARRY S. CLARK, Deputy City
Attorney

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 31st day of August in the year One Thousand Nine Hundred and Thirty-five 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 C. J. Stafford known to me to be the Attorney of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

(SEAL)

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

My commission expires
March 12, 1938

Approved by the City Manager this 31 day of August, 1935,

R. W. FLACK, City Manager

AGREEMENT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 30th day of August, 1935, by and 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 S. L. MOYERS AND H. F. McCARTY, parties of the second part, and hereinafter designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractors by said City, in manner and form as hereinafter provided, said Contractors hereby covenant and agree to and with said City to perform individually and personally all work and service in accordance with the specifications therefor contained in Document No. 294035, on file in the office of the City Clerk of said City, which said document is by reference thereto made a part of this contract as fully as though written out and incorporated into the body hereof.

Said Contractors hereby agree to do and perform all of said work individually and personally and not to employ any other or outside labor whatsoever, at and for the price of Eight hundred fifty dollars (\$850.00).

Said City, in consideration of the faithful performance by said Contractors of each, every and all of the agreements on the part of said Contractors undertaken by them to be performed, and the acceptance of said work by the Director of Public Works of said City, will pay said Contractors in warrants upon the proper fund of said City the sum of Eight hundred fifty dollars (\$850.00), payable in four semi-monthly payments of Two hundred twelve and 50/100 dollars (\$212.50) each.

Said contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one without the written consent of the Manager of said City having been first obtained.

The work to be performed hereunder by the Contractors shall be under the general direction and subject to the approval of the Director of Public Works of said City, and under the immediate supervision of such official or inspector as may be appointed by said Director of Public Works.

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

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said Contractors have hereunto affixed their signatures the day and year first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

L. S. MOYERS
H. L. McCARTY, Contractors

I hereby approve the form of the foregoing Agreement, this 30th day of August, 1935.

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 L. S. Moyers and H. L. McCarty, being Document No. 295273.

ALIEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Skadstrom Deputy

SECOND SUPPLEMENTAL MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the State of California, by the Department of Public Works thereof, acting by and through the Director of Public Works, hereinafter referred to as the State,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Chapter 767 Statutes of 1933, the Department of Public Works shall annually expend from the state highway fund an amount equal to one-quarter of one cent per gallon tax on motor vehicle fuel after the proportionate payments therefrom into the "fuel tax enforcement fund" and after the proportionate refunds shall have been made, within the incorporated cities and cities organized under freeholder charters, and any city and county in this state, in the proportion that the total population in each city or city and county bears to the total population in all such cities in the state; and

WHEREAS, the California Highway Commission has allotted for expenditure within said City the sum of \$35,000 of the amount budgeted from the state highway fund for cooperative work within incorporated municipalities, and

WHEREAS, an agreement was executed by the City on June 7, 1934, and by the State on June 14, 1934, providing for: Project 1, Maintenance of streets comprising the state highway routes within the City until June 30, 1935, the cost to be defrayed from city funds; Project 2, Painting of traffic stripes on El Cajon Boulevard, Route 12, and on Route 2, at an estimated expenditure of \$1800; Project 3, Grading and paving of Atlantic Street, Route 2, between Broadway and Market Street, at an estimated expenditure of \$25,203, and Project 4, Acquisition of additional right of way for widening of Atlantic Street, Route 2, between Broadway and Market Street, at an estimated expenditure of \$15,000, and

WHEREAS, a first supplemental agreement was executed by the City on August 14, 1934, and by the State on August 22, 1934, providing for: Project 5 (a), Acquisition of right of way for the extension of Rosecrans Street from Atlantic Street and Taylor Street at junction with San Diego Avenue, (b) Construction of Rosecrans Street extension, at an estimated expenditure of \$9400; Project 6 (a), Acquisition of additional right of way for the improvement of Catalina Boulevard between the north boundary line of the United States Military Reservation and Canon Street at Akron Street, (b) Construction of Catalina Boulevard as described above; at a total estimated expenditure of \$57,500, to be financed \$55,000 from funds furnished by the state and \$2500 from funds furnished by the City; Project 7 (a), Acquisition of additional right of way on El Cajon Boulevard, (b) Installation of a drainage system on El Cajon Boulevard between Texas and Boundary Streets; at a total estimated expenditure of \$78,200, and

WHEREAS, the City now desires to amend said agreements to adjust funds heretofore programmed from the one-quarter-cent gas tax allocation, to provide funds for the work hereinafter described as Projects 8 and 9, and

WHEREAS, the California Highway Commission has budgeted from the state highway fund the sum of \$18,000 for the work hereinafter described as Project 10;

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the City and the State do hereby mutually agree as follows:

WORK EMBRACED BY AGREEMENT

ARTICLE I. The work covered by this agreement includes acquisition of right of way, construction, and maintenance, as more specifically described and referred to as Projects 1 to 10, inclusive:

Project 1. The maintenance of the streets comprising the state highway routes within the City until June 30, 1935, as follows:

Route 2. Beginning at the north city limits on State Highway Route 2, thence south about 4.6 miles to the La Jolla-Miramar Road, thence south along Rose Canyon Road about 5.4 miles to Balboa Avenue, thence south along the new west Atlantic Extension about 4.6 miles to Barnett Avenue, thence southeasterly along Atlantic Street to Market Street, thence along Market Street to 12th Street, thence along 12th Street to National Avenue, thence along National Avenue to Sigsbee Street, thence along Sigsbee Street to Main Street, thence along Main Street to the south city limits, a length of approximately 22.05 miles.

Route 12. Beginning at junction of West Atlantic Street, Route 2, and Barnett Avenue, thence along Barnett Avenue to Lytton Street, thence along Lytton Street to Rosecrans Street, thence along Rosecrans Street to Canon Street, thence along Canon Street to Talbot Street, thence along Talbot Street to Catalina Boulevard, thence along Catalina Boulevard to the northerly boundary of the United States Military Reservation. Beginning again at the junction of Market Street and 12th Street, Route 2, thence along 12th Street and Park Boulevard to El Cajon Avenue, thence along El Cajon Avenue to College Way; total length approximately 13.07 miles.

Route 77. Fairmont Avenue from the junction with El Cajon Avenue, Route 12, to the north city limits, a length of approximately 0.25 mile.

Route 200. Broadway from the junction with Atlantic Street, Route 2, to 30th Street, thence along 30th Street to Federal Boulevard ("F" Street), thence along Federal Boulevard to Lemon Grove Boulevard, thence along Lemon Grove Boulevard to the east city limits, a length of approximately 5.7 miles after deducting 1.1 miles not within the city but between the termini.

Project 2. The painting of traffic stripes on Route 12, El Cajon Boulevard, between Park Boulevard and College Avenue, and on Route 2 between Barnett Avenue and the northerly end of the double highway at summit of Torrey Pines Grade.

Project 3. Atlantic Street between Broadway and Market Streets, State Highway Route 2, about 0.27 mile, to be graded 76 feet wide between curbs and paved 40 feet wide.

Project 4. The acquisition of additional right of way to provide a width of 120 feet for widening of Atlantic Street, State Highway Route 2, between Broadway and Market Streets.

Project 5. (a) The acquisition of right of way for the extension of Rosecrans Street from Atlantic Street to Taylor Street at junction with San Diego Avenue, a length of approximately 0.08 mile.

(b) Construction of Rosecrans Street extension, including grading, paving, and constructing appurtenant facilities.

Project 6 (a) The acquisition of additional right of way for the improvement of Catalina Boulevard, Route 12, between the north boundary line of the United States Military Reservation to Canon Street at Akron Street, a length of approximately 1.90 miles.

(b) The improvement of Catalina Boulevard, consisting of grading, paving, and constructing appurtenant facilities, Route 12, between the north boundary line of the United States Military Reservation to Canon Street at Akron Street, a length of approximately 1.90 miles.

Project 7 (a) The acquisition of additional right of way on El Cajon Boulevard, Route 12.

(b) The installation of a drainage system for El Cajon Boulevard between Texas and Euclid Streets.

The work hereinabove provided for under Project 7 (b) is proposed as a State Emergency Relief Administration project, the cost of labor to be defrayed from State Emergency Relief Administration funds, and the purchase of materials and rentals of equipment, together with supervision and inspection of the work, to be financed from funds provided by this agreement.

Project 8. Repair storm damage and improve shoulders in Rose Canyon and between Barnett Avenue and Balboa Avenue, Route 2.

Project 9. Park Boulevard, Route 12, existing pavement through Balboa Park to be widened between Russ Boulevard and Calle Colon.

Project 10. Oiling and repairing of shoulders on Route 2 from Market Street to the northerly city limits.

SURVEYS AND PLANS

ARTICLE II. The cost of preliminary engineering, surveys and plans, made by the City and the State, will be defrayed from the funds covered by this agreement and hereinafter provided for.

RIGHT OF WAY

ARTICLE III. The right of way for Projects 4, 5, 6 and 7 will be secured by the City and the cost thereof will be defrayed from funds hereinafter provided for. The cost hereinafter estimated for right of way includes the cost of land acquisition; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the cost of damages; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

CONSTRUCTION

ARTICLE IV. The State will construct or cause to be constructed by or under the direct supervision of the Department of Public Works, the improvements designated as Projects 2, 3, 6 (b), 8, 9 and 10 of Article I above, in accordance with the plans, specifications, and estimates therefor.

Any minor changes in plans and specifications, due to unforeseen contingencies or made desirable by conditions developing during the progress of the work, may be made by the State.

Any equipment furnished by the State for Projects 2, 3, 6 (b), 8, 9 and 10 will be charged at the rental rates established by the Department of Public Works.

The work on Projects 2, 3, 6 (b), 8, 9 and 10 may be performed by contract or by state forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the State.

The City will construct, or cause to be constructed under its direct supervision, the improvements designated as Projects 5 and 7 in accordance with the plans, specifications, and estimates therefor. Said work shall be done to the satisfaction of the Department of Public Works and shall be subject at all times to inspection and approval by the authorized representatives of the State.

The City hereby agrees that no work will be advertised for bids or construction work started, until plans, specifications, and estimates therefor have been submitted to and approved by the State. No changes will be made in the plans and specifications without the prior approval of the State.

The work on Project 5 shall be performed by contract, unless the performance thereof by day labor shall be approved by the State.

FUNDS

ARTICLE V. Funds to defray the cost of the work hereinabove provided for are available as follows:

	<u>1/4 cent fund</u>	<u>State Cooperative fund</u>	<u>Local funds</u>	<u>Total</u>
Project 2	\$ 5,050.00			\$ 5,050.00
" 3	16,849.32	\$10,000.00	\$2,703.00	29,552.32
" 4	15,000.00			15,000.00
" 5 (a)	100.00			100.00
" 5 (b)	10,000.00			10,000.00
" 6 (a)	500.00			500.00
" 6 (b)	29,070.14	25,000.00	2,500.00	56,570.14
" 7 (a)	4,500.00			4,500.00
" 7 (b)	77,500.00			77,500.00
" 8	7,500.00			7,500.00
" 9	15,000.00			15,000.00
" 10		18,000.00		18,000.00
Total	\$181,069.46	\$53,000.00	\$5,203.00	\$239,272.46

The State will pay the cost of Projects 2, 3, 6 (b) 8, 9 and 10 from the funds hereinabove provided. The City agrees, upon demand of the State, to forward warrants to the Department of Public Works to cover its share of the cost of these projects, as above set forth, or to furnish the equivalent value in labor and materials for adjustment of water and sewer mains on the above projects prior to construction.

When the work on Projects 2, 3, 6 (b), 8, 9 and 10 shall have been completed, the Department of Public Works will prepare and submit to the City within 60 days, a detailed estimate of cost and expenditures therefor.

The Department of Public Works hereby delegates to the City of San Diego the expenditure of the funds hereinabove provided to defray the cost of Projects 4, 5 and 7.

When the work on Projects 4, 5 and 7 shall have been completed, the City will prepare and submit to the State within 60 days, a detailed estimate of cost and expenditures therefor.

As the work progresses on Projects 4, 5 and 7, the Director of Public Works will forward warrants to the proper city officials for work already accomplished during the preceding thirty days. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's obligations as above set forth, after deducting therefrom any expenditures made or to be made by the State on account of Projects 2, 3, 6 (b) 8 and 9, are fully discharged; provided that payment of the $\frac{1}{4}$ cent gas tax allocation in advance of actual apportionment of gas tax revenue by the state controller shall not exceed the amount estimated to accrue to the City during the biennium ending June 30, 1935, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

It is mutually agreed that any funds accruing to the City of San Diego from the one-quarter of one cent per gallon tax on motor vehicle fuel as authorized by Chapter 767, Statutes of 1933, after the expenditures herein provided for, shall accumulate to the credit of said City for expenditure at a later date.

MISCELLANEOUS PROVISIONS

ARTICLE VI. The Department of Public Works hereby delegates to the City Council of the City of San Diego jurisdiction and full police powers and authority to regulate traffic, parking, encroachments, permits, etc., except the erection of traffic signs and "Stop" and "Go" signals, over the streets constituting the state highway routes within the City of San Diego.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 24 day of April, 1935, and the State on the 21 day of May, 1935.

Approval Recommended:
L. V. CAMPBELL
Engineer of City and Cooperative Projects

CITY OF SAN DIEGO
By GEORGE L. BUCK, City Manager

Approved: MAY 20 1935
G. H. MCCOY, Assistant State Highway Engineer

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS (SEAL)
EARL LEE KELLY
Director of Public Works

Approved:
C. C. CARLETON, Chief Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Second Supplemental Memorandum of Agreement, with the State of California Department of Public Works; being Document No. 295329.

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

AGREEMENT MODIFYING THE CONTRACT UNDER WHICH THE SANTA FE IRRIGATION DISTRICT OBTAINS ITS WATER SUPPLY, AND PROVIDING FOR THE REFUNDING OF THE DISTRICT'S INDEBTEDNESS THEREUNDER.

THIS AGREEMENT, made and entered into this 17th day of September, 1935, by and between SANTA FE IRRIGATION DISTRICT, a state agency located in San Diego County, California, organized and operating under the provisions of the California Irrigation District Act and acts amendatory thereof and supplementary thereto, hereinafter referred to as the "District," THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' charter and situated in the County of San Diego, State of California, hereinafter referred to as the "City," and SAN DIEGO WATER SUPPLY COMPANY, a corporation organized under the laws of the State of Nevada, hereinafter referred to as the "Company,"

WITNESSETH:

In consideration of the mutual promises and covenants hereinafter set forth, and of the making and execution by each of said parties of this agreement, it is hereby agreed and covenanted by and between the parties as follows, to-wit:

(1) That the Company is the owner, as successor in interest of the San Dieguito Water Company, of a water system consisting of certain dams, reservoirs, reservoir sites, dam sites, water rights and other property commonly known and referred to as the San Dieguito Water System in San Diego County, California, being the system more fully described in that certain agreement bearing date October 5th, 1925, entitled, "Lease and Option to Purchase," entered into by the City and the Company, and the City is now in possession of and is operating said water system under the terms and provisions of said "Lease and Option to Purchase" contract; that the word "Company" as it hereafter appears shall be deemed, held and construed as applying equally to the City and the Company.

(2) The City consents to deposit evidences of indebtedness of the District now held by the City as follows:

Warrants of the District in the sum of sixty-two thousand eight hundred forty-one and 66/100 dollars (\$62,841.66), dated October 19, 1933, and bearing seven per cent (7%) interest from November 15, 1933;

A contract, dated October 19, 1933, by and between The City of San Diego and the said District, under the terms of which for the year ending April 30, 1934, the District should pay the City fourteen thousand nine hundred thirty-five and 17/100 dollars (\$14,935.17), with interest at the rate of six per cent (6%) per annum from said date, and for the year ending April 30, 1935, the sum of fourteen thousand nine hundred thirty-five and 17/100

dollars (\$14,935.17), with interest at the rate of six per cent (6%) per annum from said date;
with the Security First National Bank of Los Angeles, depositary for the District under its plan of refinancing as authorized by a resolution of the Executive Committee of the Reconstruction Finance Corporation providing for a loan to said District, to assist said District in the refinancing of its outstanding indebtedness; and the City consents to accept payment of said amounts represented by said warrants and as payable under the terms of said contract, as hereinabove stated, at the same percentage of the principal indebtedness represented by said warrants and said contract as is paid to the owners and holders of outstanding bonds of the District. Such payment to the City shall be in full settlement and discharge of any and all claims against the District accrued or accruing prior to October 30, 1935, for water or water services, except any current sum accruing prior to disbursement of said loan as minimum payment on the basis of seventy-one thousand dollars (\$71,000.00) per annum, and any amount due on current bills of the City for water actually used by the District at the rate specified and fixed by that certain agreement dated October 19, 1933, entered into between the District and The City of San Diego.

The City reserves the right to withdraw from said deposit the said warrants and contract and its agreement to accept payment on the basis herein specified if payment thereof has not been received prior to the 31st day of December, 1935. Provided, however, that such right shall not be exercised if, prior to said date, the Reconstruction Finance Corporation has directed the disbursement of said loan.

It is further agreed that when payment as herein provided has been received by The City of San Diego the contract between the District and the City under date of October 19, 1933, and filed in the office of the City Clerk of said City under Document No. 285409, shall be considered as mutually rescinded and of no further force and effect.

(3) Said contract of November 1, 1925, as herein modified by this agreement, shall henceforth stand, except as hereinafter provided, as the only agreement between the parties hereto, providing for the sale and delivery to the District and purchase by the District of water for beneficial use by the District.

(4) Subdivision (a) of Section 1 of Article V of said contract of November 1, 1925, is hereby amended to read as follows:

"(a) For all water delivered by the Company to the District at the points of delivery described in Article III hereof and used for agricultural irrigation either by the District or by persons to whom the District may sell or furnish water, the District shall pay to the Company the price of three and one-half cents (\$.03-1/2) per hundred cubic feet, measured as provided in Article IV hereof."

(5) There is hereby added to Section 1 of Article V an additional subdivision, to be designated "(d)," and to read as follows:

"(d) That on or before the 15th day of each calendar month while this agreement is in effect, the District shall pay to the Company at its office in Los Angeles, California, or at such other place as the Company may in writing direct, all sums of money due to the latter for water purchased in the preceding month under the provisions of this contract."

(6) That Sections 2 and 3 of Article V of said contract of November 1, 1925, as said sections now read, are hereby rescinded, and the terms and provisions thereof shall no longer apply, but in lieu of the present Section 2 thereof and as a substitute therefor, a new Section 2 is hereby adopted to read as follows:

"Section 2.

(a) During the period prior to November 1, 1943, the Company shall sell and deliver to the District, and the District shall purchase and take from the Company, such amounts of water as the District may require for its use, but not exceeding sixty-five hundred seventy-six (6576) acre feet in any one year and payments shall be made by the District to the Company only for such water as is actually delivered to the District at the points of delivery described in Article III of this contract, at the rates set forth in section 1 of Article V.

(b) Subsequent to November 1, 1943, and throughout the remainder of the life of this contract, the Company shall deliver to the District, and the District shall purchase from the Company, such amount of water as the District may require for its uses, but the maximum amount which the District shall be entitled to purchase in any year shall never (except as otherwise provided in subdivision (c) hereof) exceed the greatest amount of water purchased by the District from the Company during any year prior to November 1, 1943, and actually resold for irrigation and domestic uses in good faith during such year by the District for beneficial use within its boundaries, at such rate or rates which with a stand-by charge will be sufficient to raise all sums due from the District to the Company, and in no event shall the metered rates be less than the meter rates now in effect during the period from November 1, 1935, to November 1, 1943, inclusive, plus such limited amount of water as may actually be required by the District for the protection of any existing groves or growing crops which the District may be required to protect as property of the District acquired under its tax enforcement proceedings, and normal losses in the District's system in the transmission and delivery of the water actually distributed or resold as aforesaid. The maximum use to be so established shall not be limited or cut down by reason of inability of the Company to deliver any part of the water which the District may in good faith require for actual beneficial use within the District. The maximum amount of water which the District shall acquire the right to purchase subsequent to November 1, 1943, pursuant to this paragraph, shall in no event exceed sixty-five hundred seventy-six (6576) acre feet in any one year and shall for convenience be referred to as 'Class A water.' Payment shall be made by the District to the Company for all Class A water actually delivered to the District at the rates hereinabove fixed in section 1 of Article V.

- (c) In the event the maximum amount of Class A water which the District shall acquire the right to purchase in any one year subsequent to November 1, 1943, pursuant to subdivision (b) hereof, is less than sixty-five hundred seventy-six (6576) acre feet, the District shall have a two-year option extending from November 1, 1943, to November 1, 1945, inclusive, to acquire the right to purchase annually thereafter additional water up to, but not in excess of, a maximum total, including all of said Class A water, of sixty-five hundred seventy-six (6576) acre feet per annum. All such additional water which the District shall acquire the right to purchase pursuant to said option shall, for convenience, be referred to as 'Class B water.' In order to exercise said option the board of directors of the District shall, at any time or times during said option period, declare by resolution the amount per annum of Class B water which the District desires to buy thereafter, and shall serve on the Company a written notice of such declaration. In the event the option to purchase Class B water is not exercised within the time hereinabove fixed, the Company shall not thereafter be required to deliver or sell to the District any water in excess of Class A water.
- (d) It is further agreed that for all Class B water which the District shall acquire the right to purchase, pursuant to subdivision (c) hereof, the District shall be obligated in perpetuity to pay monthly at the rate of three and one-half cents (\$.03-1/2) per hundred cubic feet for any portion of such Class B water not used, and at the respective rates established by section 1 of this article for such portion of Class B water actually used by the District, and such payments shall be in addition to all payments required to be made for all Class A water actually delivered to the District pursuant to subdivision (b) hereof. And it is further agreed (notwithstanding that the District is required to pay in full for all of said Class B water, whether the District shall use any portion of the same or not) that the District shall not be entitled in any year to the delivery of any of said Class B water unless and until it shall first have purchased and taken during such year the maximum amount of said Class A water to which it is entitled under subdivision (b) of this Article.
- (e) Notwithstanding anything to the contrary herein contained, the District shall not be obligated to pay for any water not taken in cases where the failure of the District to take such water is due to the failure of the Company to deliver the same. It is further understood and agreed that in the event the District fails during any year to take the full amount of water it is entitled to purchase hereunder during such year, it shall not thereafter be entitled to the delivery of the water not so taken or of an equivalent amount or any portion thereof, notwithstanding the District shall have made payment on account of said water not so taken as above provided.
- (f) It is mutually understood and agreed by the parties hereto that prior to November 1, 1943, the Company shall render to the District monthly bills on or before the 10th day of each month, showing the quantity of water delivered to said District during the preceding calendar month, and the purchase price thereof. The District hereby covenants and agrees that it will on or before the 15th day of each month, pay all amounts due from the District to the Company for the delivery of water, as evidenced by such bills or statements, it being expressly understood that such bills are subject to correction for errors.
- (g) It is mutually understood and agreed by and between the parties hereto that subsequent to November 1, 1943, the Company shall render to the District monthly bills on or before the 10th of each month, showing the quantity of Class A water, as defined in subdivision (b) hereof, delivered to said District during the preceding calendar month, and the purchase price thereof. The District hereby covenants and agrees that it will on or before the 15th day of each month, pay all amounts due from the District to the Company for the delivery of water, as evidenced by such bills or statements, it being expressly understood that such bills are subject to correction for errors.
- (h) It is further agreed that subsequent to November 1, 1943, if the District shall have exercised its option to acquire the right to purchase Class B water pursuant to subdivision (c) hereof, the monthly bills rendered pursuant to subdivision (g) hereof shall include a statement of an additional amount equal to one-twelfth (1/12) of the total amount of money which the District is required to pay to the Company annually for water not used by reason of having acquired such right; provided, however, in the event that during either of the years, November 1, 1943, to November 1, 1944, or November 1, 1944, to November 1, 1945, the District shall exercise its option to acquire the right to purchase Class B water, commencing on any date other than November 1 of such year, then the total amount which the District is required to pay to the Company annually by reason of having acquired such right shall be prorated equally over the remaining months of such year and such pro rata amount shall be set forth in the monthly bills rendered as above provided, and the District covenants and agrees to pay said amounts on or before the 15th day of each month, it being expressly understood that such bills are subject to correction for errors, and to adjustments from time to time so as to provide for payment of any Class B water actually used at the rates required by section 1 of this Article.

In the event said District fails to pay, as herein provided, for any Class B water, which is not being put to actual beneficial use within the boundaries of the District, then such failure to pay for such water shall be considered as a determination by said District and as conclusive evidence thereof that such unused Class B water is not reasonably required for beneficial use by said District, and thereafter such amount of such Class B water shall be free from any claim of any nature whatever by said District, and the Company shall not thereafter be required to deliver any portion of such water. Provided, however, that in the event of the failure of the District to pay for such Class B water the City shall by resolution of the Council notify said District of such default. Such notice shall be deemed delivered to said District by sending a copy of such resolution by registered mail to the Secretary of the Board of Directors of said District, at Rancho Santa Fe, California.

From the date of said notice the District shall have six (6) months' time within which to reinstate its right to Class B water by paying to the City the total amount due for such water at the date of such payment."

(7) That after the maximum quantity of Class A water has been established as hereinabove provided and the quantity of Class B water has also been determined as herein provided, the provisions of Articles VI and VII of said contract of November 1, 1925, shall be deemed and construed to be modified so that the maximum quantity of water to which the District shall be entitled in any year shall be the total of the Class A and Class B water as so established, instead of 6576 acre feet per annum as provided in said Articles VI and VII; and in computing the amount to which the supply of the District may be reduced in periods of drouth, as provided in said Articles VI and VII, the computation shall be made on the basis of such new maximum quantity instead of on the basis of 6576 acre feet per annum; and the minimum below which the supply of water to the District shall never be reduced in any year in the case provided in said Article VII shall be three-fourths of the Class A and Class B water instead of 4932 acre feet. And after the establishment of such quantities of Class A and Class B water, as hereinabove provided, the provisions of the contract between San Dieguito Water Company, San Diego County Water Company and Santa Fe Irrigation District, dated November 1, 1925, and attached to said "Lease and Option to Purchase" as Exhibit "D" thereof, shall be construed to be modified so that if San Dieguito Water Company is unable by reason of drouth to deliver to the District during any year seventy-five per cent of the total of the Class A and Class B water (instead of 4932 acre feet), then and in such case San Diego County Water Company, pursuant to Article I of said contract, will sell and deliver to the San Dieguito Water Company an amount of water sufficient to make up the difference between the amount which the San Dieguito Water Company is able to deliver to the District and seventy-five per cent of the amount of said Class A and Class B water. As so modified the provisions of said contract (Exhibit "D" to said "Lease and Option to Purchase" Contract) shall continue in force as between the parties hereto.

(8) It is understood and agreed that this amendatory agreement shall not become effective until such time as approved by the Reconstruction Finance Corporation, and the City has received an adjusted payment on the amounts set forth in and pursuant to the terms of paragraph numbered (2) hereof. When such payment has been received this agreement shall become effective and apply as of the 1st day of November, 1935.

(9) The Company acquiesces in and consents to the changes and modifications herein provided for and in case payments by the District for water should at any time hereafter become payable to the Company, or to its successors and assigns, instead of to the City as at present, the Company agrees to be bound by all the terms and provisions hereof otherwise relating solely or primarily to the City.

(10) This agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

(11) It is mutually agreed that the terms, provisions, covenants and agreements of this contract are not severable, and that the covenants and agreements of the parties herein contained are reciprocal and dependent.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names and their respective corporate seals to be attached as of the day and year first above written.

SANTA FE IRRIGATION DISTRICT
By IRA E. CONNER, President
By W. O. BOETTIGER, Secretary
W. A. SMART
FRANK J. GILLOON
J. C. COULOMBE
O. REY RULE
IRA E. CONNER,

Directors

THE CITY OF SAN DIEGO,
By PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy
SEP 17 1935

I hereby approve the form of the foregoing Agreement this 17 day of Sept., 1935.

(SEAL)

C. L. BYERS, City Attorney
SAN DIEGO WATER SUPPLY COMPANY
By JOHN TREANOR, President
By WM. H. METCALF, Secretary

WHEREAS, this corporation has heretofore, on November 1, 1925, entered into a contract with Santa Fe Irrigation District providing for the sale of water to said District; and

WHEREAS, this corporation has heretofore leased to the City of San Diego all of the water properties known as Lake Hodges water system; said lease being subject to said contract with Santa Fe Irrigation District, and the City of San Diego having agreed in said lease to assume the obligations of this Company under said contract; and

WHEREAS, City of San Diego and Santa Fe Irrigation District now desire to enter into a contract amending said contract of November 1, 1925, and said parties have requested this corporation to consent to said amendments and to join in the execution of said contract; Now, therefore

BE IT RESOLVED: That the President or Vice-President and the Secretary or Assistant Secretary of this corporation be and they are hereby authorized, for and on behalf of this corporation, to consent to said amendments and to execute said contract, form of which has been submitted to this board and made a part of the records of this meeting.

I, Wm. H. Metcalf, Secretary of San Diego Water Supply Company, a corporation duly created, organized and existing under and by virtue of the laws of the State of Nevada, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Board of Directors of said corporation at a special meeting of said Board duly and regularly held on the 22nd day of October, 1935; and I do hereby further certify that said resolution is now in full force and effect and has not been rescinded, vacated or modified in any way.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this 22nd day of October, 1935.

WM. H. METCALF, Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct of Agreement Modifying Contract with Santa Fe Irrigation District; being Document No. 294803

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Hadstrom Deputy

SUPPLEMENTAL CONTRACT

THIS AGREEMENT, made and entered into this 5th day of November, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the First Part; and SAN DIEGO HOG PRODUCERS ASSOCIATION and/or L. W. BRAUNER, GEORGE STYLIANO, H. F. HEWITT and C. B. HEWITT, Parties of the Second Part, WITNESSETH:

THAT WHEREAS said Party of the First Part and said Parties of the Second Part made and entered into an agreement on the 9th day of April, 1934, pursuant to Resolution No. 61474 of the City Council of The City of San Diego, passed and adopted on the 19th day of March, 1934, the same being designated as a "Contract for Disposal of Garbage"; and

WHEREAS, it is provided by Article 18 of said contract that said Parties of the Second Part agree to furnish a surety bond in the sum of \$5000.00, or file with and place on deposit with the Treasurer of The City of San Diego United States Liberty Bonds of the face value of \$5000.00 as a guarantee that the Parties of the Second Part will faithfully perform all the terms, covenants and agreements of said contract; and

WHEREAS, said Parties of the Second Part are unable to furnish United States Liberty Bonds but are in a position to furnish other United States Treasury Bonds and notes; NOW, THEREFORE:

The Parties of the Second Part, for and in consideration of the continuance of said contract with the Party of the First Part; and the said Party of the First Part, for and in consideration of new security to be furnished by the Parties of the Second Part, MUTUALLY AGREE that said Article 18 of the aforesaid contract may be and the same is hereby amended to read as follows:

"ARTICLE 18. Parties of the Second Part agree to furnish The City of San Diego with either a surety bond executed in favor of The City of San Diego by a surety company authorized to do business in the State of California, in the amount of Five Thousand Dollars (\$5000.00), conditioned upon the faithful performance of the contract, said bond to be a five-year bond renewable from year to year; OR, to file with and place on deposit with the Treasurer of The City of San Diego United States Treasury Bonds and/or notes of the face value of Five Thousand Dollars (\$5000.00), said bonds or notes to be approved by the Treasurer of The City of San Diego; as a guarantee that the Parties of the Second Part will faithfully perform all the terms, covenants and agreements of this contract. Parties of the Second Part agree that in the event they elect to place on deposit with The City of San Diego the aforesaid United States bonds and/or notes, that said bonds and/or notes may be sold by The City of San Diego and the proceeds thereof applied on any damages suffered by said City in the event of any failure on the part of Parties of the Second Part to fully and faithfully perform all the terms, covenants and agreements of this contract.

In the event that a surety bond conditioned for the faithful performance of the contract is delivered to the City in lieu of the deposit of United States Bonds and/or notes, it is understood that in the event the Parties of the Second Part are unable to obtain a renewal of said surety bond after the first year's operation, The City of San Diego at its option may immediately, without notice, and without liability, terminate the contract."

It is understood and agreed that this Article, as amended, shall take the place of and be in lieu of Article 18 of the original contract; and that said Article 18 of the original contract shall be of no further force and effect, but that said Article, as amended, shall be in full force and effect from the date of the signing of this agreement, and as long as said contract shall be in force and effect between said parties.

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

By PERCY J. BENBOUGH

A. W. BENNETT

RAYMOND M. WANSLEY

BRUCE R. STANNARD

JOHN S. SIEBERT

Members of the Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

SAN DIEGO HOG PRODUCERS ASSOCIATION

By L. W. BRAUNER
C. B. HEWITT
H. F. HEWITT
GEORGE STYLIANO

Parties of the Second Part

I hereby approve the form of the foregoing Supplemental Contract this 5th day of November, 1935.

C. L. BYERS, City Attorney
By J. H. MCKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Contract with San Diego Hog Producers Association, re deposit of bonds; being Document No. 295281.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California

By August M. Hadstrom Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 19th day of November, 1935 by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and O. V. SEXSON, hereinafter 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 leases unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All of Pueblo Lot 1294, the East Half of Pueblo Lot 1295 and all of Pueblo Lot 1293 lying north of the right of way of the Atchison, Topeka & Santa Fe Railway Company (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on the Pascoe Map lying within Pueblo Lot 1293); all as shown on Map of the Pueblo Lands of the City of San Diego made by James Pascoe in 1870, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego, County, California.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three (3) years, commencing on the 14th day of November, 1935, and ending on the 13th day of November, 1938, at a rental of Two Hundred Fifty Dollars (\$250.00) per year, payable annually in advance during the term of this lease.

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

In consideration of the premises the Lessee agrees with the Lessor as follows:

- (1) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;
- (2) That the Lessee will use the land for agricultural and/or stock grazing purposes only;
- (3) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this lease to be kept or observed, and upon the expiration of the 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;
- (4) That the City shall have the right to enter upon said lands for inspection, for the purpose of water development, and/or viewing and ascertaining condition of same.
- (5) That the Lessor shall have the right to enter said lands for inspection, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises.
- (6) That the Lessor 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.
- (7) That Lessor may terminate this lease at any time by giving at least sixty (60) days' notice of such termination, and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

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 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 Council of said The City of San Diego.

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, this contract is executed by The City of San Diego,

acting by and through the City Manager of said City, under and pursuant to Resolution No. 63726 of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R. W. FLACK, City Manager

O. V. SEXSON, Lessee

I hereby approve the form of the foregoing Lease this 1st day of November, 1935.

C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with O. V. Sexson, being Document No. 295356.

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

By August M. Hadstrom Deputy

End Book # 8