B O N D
MARYLAND CASUALTY COMPANY
BALTIMORE

KNOW ALL MEN BY THESE PRESENTS, That we, LOUIS J. GILL, WILLIAM TEMPLETON JOHNSON, RICHARD S. REQUA and SAM W. HAMILL, of San Diego, California, as principals, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Maryland and duly authorized to transact a surety business in the State of California, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation, and THE COUNTY OF SAN DIEGO a political subdivision of the State of California, hereinafter sometimes referred to as the "Owners", in the sum of TEN THOUSAND & NO/100 ($10,000.00) DOLLARS, for the payment whereof said principals and surety bind themselves firmly by these presents.

WHEREAS, the said principals have entered, or are about to enter, into a contract with The City of San Diego, a municipal corporation, and the County of San Diego, a political subdivision of the State of California, to prepare and deliver to the said City of San Diego and the said County of San Diego, all preliminary studies, working drawings, specifications and plans sufficient for the letting of a construction contract and necessary for the proper construction of an administration building to be located on the Civic Center site on the tidelands between Ash Street and Grape Street, in The City of San Diego, and to do all of those certain other things required and as are more fully described in the said contract which is made a part hereof, a copy of which is or may be hereto annexed,

NOW, THEREFORE, the Condition of this obligation is such, that if the principals shall faithfully perform the work and services contracted to be performed and in the time and in the manner as specified in the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS UNDERSTOOD AND AGREED that the liability under this bond shall in no event exceed the sum of TEN THOUSAND & NO/100 ($10,000.00) DOLLARS.

This bond is written upon the following express Conditions, to-wit:

That in the event of any default on the part of the principals, written notice thereof shall be delivered to the surety, by Registered Mail, at its office in the City of Baltimore, Maryland, promptly, and in any event within thirty (30) days after the Owners, or their representative, shall learn of such default; that the surety shall also be subrogated to all of the rights of the principals.

SIGNED, SEALED with our seals, and dated this 22nd day of November, 1935.

LOUIS J. GILL
WILLIAM TEMPLETON JOHNSON
RICHARD S. REQUA
SAM W. HAMILL

MARYLAND CASUALTY COMPANY
(SEAL) By F. F. EDELEN, Its Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 22nd day of November, 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 foregoing bond this 22 day of November, 1935.

R. W. FLACK, City Manager

I hereby approve the form of the foregoing bond this 22nd day of November, 1935

C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney
THOMAS WHELAN, District Attorney
By J. B. ABBEY, Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into this 22d day of November, 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 thereof, and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through a majority of the members of the Board of Supervisors of said County, parties of the first part, and hereinafter sometimes referred to as the "Owners," and ASSOCIATED ARCHITECTS, a co-partnership consisting of Louis J. Gill, William Templeton Johnson, Richard S. Requa and Sam W. Hamill, parties of the second part, hereinafter sometimes referred to as the "Architects,"

WITNESSETH:

WHEREAS, a project for the construction of an administration building on the Civic Center site on the tidelands between Ash Street and Grape Street, in The City of San Diego, and for the landscaping and development of said site, has been approved by the Public Works Administration and Works Progress Administration of the United States; and

WHEREAS, ninety per cent (90%) of the funds estimated to be necessary for the completion of said project has been or is about to be appropriated and allocated for and to said project by the United States Government; and

WHEREAS, The City of San Diego and the County of San Diego are joint sponsors of said project, and as such are required to contribute ten per cent (10%) of the funds estimated to be necessary for the completion of said project, and for that purpose said City has appropriated fifty-two thousand six hundred dollars ($52,600.00) and said County has appropriated fifty-three thousand dollars ($53,000.00), or a total sum of one hundred five thousand six hundred dollars ($105,600.00), within which said sum is included the cost of all necessary plans, studies, drawings and specifications to construct and complete the proejct, together with architects' professional services in and about the supervision of the work; and

WHEREAS, the "Owners" desire to have prepared as speedily as possible complete working plans, studies, drawings and specifications in order that construction work on said administration building proceed at the earliest practical date, and to that end desire to employ said

"Architects" for the purposes and upon the terms and conditions hereinafter recited, and said "Architects" desire to accept said employment:

NOW, THEREFORE, in consideration of the premises and of the mutual promises and matters and things hereinafter recited, the parties hereto do hereby agree as follows:

(1) The "Architects" undertake and agree to prepare and deliver to the "Owners" all preliminary studies, working drawings, specifications and plans sufficient for the letting of a construction contract and necessary for the proper construction of said administration building to be located on the Civic Center site on the tidelands between Ash Street and Grape Street, in The City of San Diego. The general style, form and character of said building to be in accordance with those certain preliminary plans heretofore prepared and submitted by the "Architects" to said "Owners;" and to progress said work at a rate which shall insure the completion thereof within three (3) months from the execution of this contract, provided the "Owners" do not exercise the option hereinafter reserved to them to order the work suspended or discontinued. The "Architects" expressly agree that the services to be performed hereunder shall be done and performed with the highest degree of professional skill and workmanship, and that the plans and specifications to be prepared shall be suitable and proper in every respect for the purpose for which they are intended and for the general style, form and character of building herein contemplated.

The "Owners" shall immediately decide upon, approve and furnish to the "Architects" the allocation and location of floor space in said building to be made for the various departments and offices of said City and said County, together with any special or unusual requirements, essential to the preparation of appropriate plans and specifications.

It is understood and agreed that if the "Owners" shall delay furnishing to the "Architects" the information as to the allocation and location of floor space, or delay approval of preliminary plans to be submitted to them as hereinafter referred to, the three months' performance period shall be extended by the amount of time lost to the "Architects" on account of such delay.

(2) If and when requested so to do, the "Architects" will furnish the "Owners" with preliminary estimates of the cost of the construction work, but no such estimates shall be regarded as other than an approximation.

(3) The "Architects" agree to furnish to the "Owners" a faithful performance bond executed by a corporate surety authorized to transact business in the State of California, which bond shall be in the sum of ten thousand dollars ($10,000.00), conditioned upon the faithful performance of the work outlined herein to be performed by the "Architects" and of the terms and conditions of this agreement by them to be kept and performed. This contract shall not be effective until the delivery to and approval by the "Owners" of such surety bond.

(4) The "Architects" do hereby irrevocably appoint and authorize Louis J. Gill as the member of said co-partnership who shall in all matters arising under or connected with this agreement or the performance thereof and in dealings hereunder with the "Owners," represent said co-partnership; provided, however, that in the event of the death or inability of the said Louis J. Gill to act, then and in that event the "Architects" shall appoint another member of said co-partnership in the place and stead of the said Gill.

(5) It is mutually understood and agreed that the total price or fee for the completed and accepted work hereinabove outlined to be performed by the "Architects" is thirty-six thousand dollars ($36,000.00), which said sum shall cover all materials, supplies, professional services, labor, transportation, tools, equipment, and all other expenses and expenditures of the "Architects" incidental to satisfactory compliance with the above described work, except as hereinafter otherwise specifically provided; provided, however, that the "Architects" shall not at their own expense be required to furnish to the "Owners" more than twelve (12) complete sets of plans and documents prepared by them hereunder.

(6) It is mutually understood and agreed that the obligation of the "Owners" to make payment of any moneys that shall become due and payable under this agreement is joint, but not several; that is to say, The City of San Diego obligated to pay one-half thereof and no more, and the County of San Diego is obligated to pay one-half thereof and no more; and the default of either said City or said County with regard to any moneys coming due hereunder shall never be construed as giving the "Architects" any claim or right of action by reason of such default against the other.

(7) The "Owners" agree to pay the "Architects" during and for the performance of the work hereinabove outlined, the amounts, at the times, and in the manner following, to-wit:

Two thousand dollars ($2,000.00) at the end of one week after the execution of this contract and the filing and approval of the surety bond herein required; and not less than two thousand dollars ($2,000.00) at the end of each week thereafter during which the above described work is permitted by the "Owners" to continue.

The "Owners" reserve the right to require that the "Architects" furnish to them, and the "Architects" hereby agree to furnish, each week during the continuance of the work hereunder progress reports in sufficient detail to enable the "Owners" to determine whether or not the work is progressing at a rate which shall insure its completion within the time herein limited, and if it shall appear from such progress reports, or any of them, that the work is not progressing at such rate, the "Owners" may withhold the weekly payments hereinabove provided for until such time as the deficiency in progress has been made up. If it shall appear at any time during the performance of the work that the rate of progress thereof is so far behind the rate required to complete it within the contract period that it is impossible or extremely improbable for the "Architects" to expedite the work sufficiently to complete it within the contract period of performance, then and in that event the "Owners" may by resolution of their respective bodies declare the contract to be terminated for non-performance, and thereupon all rights of the "Architects" hereunder shall cease and determine, including any right or claim for any compensation in addition to the moneys theretofore paid to them hereunder.

Provided, that when and if seventy-five per cent (75%) of said total fee of thirty-six thousand dollars ($36,000.00) shall have been paid hereunder the remaining twenty-five per cent (25%) shall not become due and payable until the completed work hereinabove outlined shall have been accepted by the legislative bodies of the "Owners," 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 III of the Code of Civil Procedure of the State of California. When the terms of this agreement

shall have been fully complied with to the satisfaction of the "Owners," in so far as the same relate to the work, matters and things to be done as outlined in the preceding paragraphs hereof, and when a release of all claims against The City of San Diego and the County of San Diego under or by virtue of this agreement shall have been executed by the "Architects," 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 "Architects."

(8) It is mutually agreed that in no case unauthorized by the Charter of The City of San Diego and/or the Charter of the County of San Diego shall said City or County, 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 the "Architects," unless they are authorized and directed so to do by resolution of the legislative bodies of the "Owners."

(9) No interest in this agreement shall be transferred by the "Architects" to any other party, and any such transfer shall cause annulment of this contract so far as the "Owners" are concerned. All rights of action for any breach of this contract by the "Architects" are reserved to said "Owners."

(10) In addition to the total fee hereinabove provided, the "Owners" shall reimburse the "Architects" for all reasonable and necessary costs and expenses of transportation and living incurred by them, or any of them, and by their assistants, while travelling outside the County of San Diego at the request of the "Owners," evidenced by resolution of their respective legislative bodies, in discharge of duties connected with services performed hereunder. Should said "Architects" be required to perform extra services or incur additional expense on account of extra drafting due to changes ordered by the "Owners" after preliminary plans shall have been presented to and accepted by the "Owners," which said preliminary plans shall show the approved allocation and location of floor space to be made to the various departments and offices, as hereinabove required to be furnished by the "Owners," or due to the delinquency of the "Owners," they shall be reinbursed in a reasonable amount or amounts for such extra expense and/or service so involved.

(11) The "Owners" shall, so far as the work under this agreement may require, furnish the "Architects" with the following information:

A complete and accurate survey of the building site, giving the grades and lines of streets, pavements and adjoining properties, the rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electric service. The "Owners" shall make or pay for borings or test pits, and for chemical, mechanical or other tests when required.

(12) It is mutually agreed and understood, anything to the contrary herein notwithstanding, that the right is expressly reserved by and accorded to the "Owners" at any time by resolution of their respective legislative bodies, and written notice to the "Architects," to suspend or discontinue the work if it shall appear to the "Owners" that on account of financial or other reasons or obstacles beyond their control the project must be temporarily or permanently discontinued. In this event the "Owners" may cease making the weekly payments to the "Architects" herein provided for, and the moneys theretofore paid to the "Architects" shall be in compensation for services rendered by them up to the time of such suspension or discontinuance of the work, and in full satisfaction of any and all claims, rights or remedies which the "Architects" may have or acquired under the terms of this agreement; save and except that the "Architects" shall be paid whatever additional amount, if any, of the balance of the total contract price which shall, when added to the moneys theretofore paid them, equal pro rata or proportional payment for that portion or percentage of the total work to be performed that shall have actually been completed or performed by the "Architects" at the date the work is ordered discontinued.

In event the "Owners" shall order the work suspended, but not permanently discontinued, then upon the removal of the reason or necessity for such suspension the "Owners" shall order the work to be resumed, and it shall thereupon be resumed under the terms and conditions of this agreement, save only that the time for completion of the work shall be extended by a period of time equal to that during which it was suspended.

(13) It is the intent and purpose of this agreement and of the parties hereto, if construction work upon said administration building proceeds in accordance with the project therefor approved by the Public Works Administration and/or Works Progress Administration, as referred to in the preamble to this agreement, that the "Owners" shall retain the "Architects" to render the usual professional services rendered by architects in connection with the construction of such buildings, including the preparation and furnishing of large scale and full size detail drawings, responsible architectural supervision of the work during construction and the giving of such Architects' certificates as may be required; and that for such additional services the "Owners" will pay and the "Architects" will accept as full compensation for such services an additional sum of fourteen thousand dollars ($14,000.00); seventy-five per cent (75%) of which said sum shall be payable in equal monthly installments, computed over the construction contract period; or in event construction proceeds upon a force account basis, then the construction period, as estimated by the federal agency in control of construction shall be used to compute the amount of monthly payments, the first of which said installments to be payable when actual construction work upon said administration building begins, and a like sum each month thereafter while actual construction is in progress, until seventy-five per cent (75%) of said fourteen thousand dollars ($14,000.00) shall have been paid. The remaining twenty-five per cent (25%) shall not become due and payable until the formal acceptance of the building by the "Owners," and until a release of all claims against the "Owners" under or by virtue of this agreement, in so far as it covers and relates to architectural supervision during construction, shall have been executed by the "Architects," 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 of the State of California, final payment will be made at such time and in such manner as provided by law of any balance of said fourteen thousand dollars ($14,000.00) due, including the percentage withheld as above stated, or such portion thereof as may be due the "Architects."

(14) Should said "Architects" be required to perform extra services or incur additional expenses due to the delinquency of the contractor, or due to the insolvency of the contractor, or as a result of damage to the structure by fire, earthquake, or the elements, they shall be reimbursed in a reasonable amount or amounts for such extra expense and/or service involved.

(15) The "Architects" will use every reasonable effort to guard the "Owners" against defects and deficiencies in the construction work, but they do not guarantee the quality of labor or materials, or the completion of the construction work. The supervision of the work to be furnished by the "Architects" is to be distinguished from the continuous personal superintendence furnished by a Clerk-of-the-Works or Superintendent-of-the-Works, which latter service it is understood shall be furnished without cost to the "Architects."

(16) In all relations between the parties hereunder said "Architects" shall have the right to rely and shall be fully protected in relying upon the authority of such person or persons as the "Owners" may appoint as their representative or representatives to deal with said construction work and project; provided, however, that the "Architects" shall satisfy themselves as to and be bound by the actual scope, nature and extent of the authority of such representative or representatives of the "Owners." In this connection each of said "Owners" agrees to have readily available at all times one or more duly authorized representatives with whom said "Architects" may consult from time to time. Said "Architects" shall not be required to furnish any plans, drawings, information or other service to any person or persons not authorized by such duly appointed representatives of the "Owners" to receive the same.

(17) It is understood and agreed by the parties hereto that in the event of the death or disability of one or more of said "Architects," the other "Architects," or the survivors of them, shall carry on and complete the work hereunder, and shall be entitled to the compensation herein provided.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be signed by its City Manager and attested by its City Clerk, thereunto duly authorized by Resolution No. 63716, and the County of San Diego has caused this agreement to be signed by a majority of the members of the Board of Supervisors, and attested by its County Clerk, thereunto duly authorized by Resolution Nov. 12th, 1935, as parties of the first part, and the parties of the second part have hereunto subscribed their names, the day and year first hereinabove written.

This agreement is so executed in three (3) parts, each one of which shall be deemed to be an original.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

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

COUNTY OF SAN DIEGO
By EDGAR F. HASTINGS
T. LeROY RICHARDS
RAY TRUSSELL
B. A. SWEET
HARVEY D. HICKS
Members of the Board of Supervisors
Parties of the First Part

(SEAL) ATTEST:
J. B. McLEES, County Clerk
By C. BUCKLEY, Deputy

LOUIS J. GILL
WILLIAM TEMPLETON JOHNSON
RICHARD S. REQUA
SAM W. HAMILL Parties of the Second Part

I hereby approve the form of the foregoing Agreement this 12th day of November, 1935
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the form of the foregoing Agreement this 21st day of November, 1935.
THOMAS WHELAN, District Attorney.
By JAMES B. ABBEY, Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between The City of San Diego and The County of San Diego, as "Owners" and Louis J. Gill, et al., as "Architects"; being Document No. 295371.

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 21st day of November, 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 HARRY E. MILLER and BYRON E. MILLER, as 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 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 southeasterly line of Lot 3, Block 272, Middletown, according to the Jackson Map of Middletown filed in the office of the County Recorder of San Diego County; thence southwesterly along the southwesterly prolongation of the southeasterly line of said Lot 3 to the northeasterly line of Atlantic Street, as said Atlantic Street (now known as Pacific Highway) was dedicated by Resolution No. 108 by the Board of Harbor Commissioners on May 23, 1935; thence northwesterly along the northeasterly line of Pacific Highway to an intersection with the southwesterly prolongation of the northwesterly line of Lot 2, Block 272, Middletown, according to the said Jackson map of Middletown; thence northeasterly along the southwesterly

prolongation of the northwesterly line of said Lot 2 to an intersection with the said Mean High Tide Line of the Bay of San Diego; thence southeasterly following along the said Mean High Tide Line to the point or place of beginning, containing 6000 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 lessees for a period of ten (10) years beginning on the 15th day of November, 1935, and ending on the 14th day of November, 1945, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, commencing on the 15th day of November, 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 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 required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessees for any damage to, interference with, or loss of business or franchise occasioned by any such 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 gasoline service station. The lessees shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-named business.

(2) That said lessees 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 them.

(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 lessees 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 lessees 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 their 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 lessees shall fail to establish and maintain the business above provided for upon the said leased 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 hereunder, 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 premises, and said lessees shall forfeit all rights and claims thereto and hereunder; 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.

(7) Reference is hereby made to all laws as now existing, or 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 Lessees have hereunto subscribed their names, 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
HARRY E. MILLER
BYRON E. MILLER, Lessees.

I hereby approve the form of the foregoing Lease, this 4th day of November, 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 Harry E. Miller and Byron E. Miller; being Document No. 295497.

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

MEMORANDUM OF AGREEMENT FOR EXPENDITURE
OF 1/4 CENT FUND IN THE CITY OF
SAN DIEGO

MEMORANDUM OF AGREEEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, acting by and through the Director of Public Works, hereinafter referred to as the Department.

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 203 of the Streets and Highways Code, the Department shall expend or cause to be expended from the State highway fund, an amount not less than the net revenue derived from one-quarter cent per gallon tax on motor vehicle fuel, on State highways within cities, in the proportion that the total population of each city bears to the total population of all cities in this state;

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 Department do hereby mutually agree as follows:

ARTICLE I. WORK EMBRACED BY AGREEMENT

The work covered by this agreement includes maintenance and construction, more specifically described as follows:

Project No.	Location	Miles	Description	1/4 cent for State Highways	State Highway Fund
11	State highways as described below:				
(a)	Route 2, Jct. Market St. and Pacific Blvd. to south city limits	3.64	General Maintenance by City 2 years	)	
	Route 12	13.07	"	)	
	Route 77	0.25	"	)	
	Route 200	5.7	"	)	
(b)	Route 2, north city limits to Jct. Pacific Highway, and Market Street	18.59	General Maintenance by Department (2 years)	$25,000	
12	Pacific Highway, Route 2, north city limits to Market St.	18.59	Paint traffic stripes (2 years)	6,180	
	Park Blvd., "A" St. to Robinson St.; El Cajon Ave., Park Blvd. to east city limits; Rosecrans St., Lytton St. via Canon St. and Catalina Blvd. to U.S. Military Reservation Route 12	15.2	Paint traffic stripes (2 years)	5,820	
13	El Cajon Blvd., Route 12, Texas St. to Euclid St.	2.60	Install drainage System: (a) Surveys and plans		$2,700
			(b) Construction	$50,000	
14	El Cajon Ave., Route 12, College Way to north city limits	1.60	Apply seal coat	4,000	
15	Canon Street and Catalina Blvd., Route 12, Akron St., to U. S. Military Res.	1.90	Apply seal coat	1,500	
16	El Cajon Ave., Route 12, Texas Street to Euclid Street	2.60	Paving	107,290	94,000
				$199,790	$96,700

The streets comprising the State highway routes within the City to be maintained until June 30, 1937, are described as follows:

Route 2. From the northerly city limits along the Rose Canyon Road and Pacific Highway (Atlantic Street) to the junction with Market Street, a length of approximately 18.59 miles, to be maintained by the Department.

From the intersection of Market Street and Pacific Highway (Atlantic Street), along Market Street to 12th Street, along 12th Street from Market Street to National Avenue, along National Avenue from 12th Street to Sigsbee Street, along Sigsbee Street from National Avenue to Main Street, and along Main Street from Sigsbee Street to the southerly city limits, a length of approximately 3.64 miles, to be maintained by the City.

Route 12. Beginning at junction of Pacific Highway (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 and 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. Fairmount 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 Pacific Highway, Route 2, to 30th Street, thence along 30th Street to Federal Boulevard ("F" Street), thence along Federal Boulevard to 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.

The construction hereinabove provided for in Project 13 is proposed as a State Relief Administration project, the cost of labor to be defrayed from State Relief Administration funds, and the purchase of materials and rental of equipment to be financed from funds provided by this agreement.

ARTICLE II. MAINTENANCE

The streets comprising the state highway routes within the city limits, as described in Project 11 (a) of Article I hereof, will be maintained by or under the direct supervision of the Street Department 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 and the City hereby agrees that it will furnish sufficient money from city funds for said purpose. Said maintenance work shall be satisfactory to the Department and shall be subject at all times to inspection and approval by the authorized representatives of the Department.

Should the Department 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, the Department 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.

Annually, within sixty days after the close of the fiscal year ending June 30th, the City will file with the Department a statement of expenditures made during the preceding year on each State highway route as described in Project 11 (a) hereof.

The streets comprising the State highway routes within the city limits, as described in Project 11 (b) of Article I hereof, will be maintained by or under the direct supervision of the Department.

Any equipment furnished by the Department for Project 11 (b) will be charged for at the rental rates established by the Department.

Work on Project 11 (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.

Annually, within sixty days after the close of the fiscal year ending June 30th, the Department will file with the City a statement of expenditures made during the preceding year on each State highway route as described in Project 11 (b) hereof.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work hereinabove designated under Project 13 (a). The Department will defray the cost of preliminary surveys and plans from funds to be provided by the Department in addition to the 1/4 cent funds for State highways as hereinabove provided.

ARTICLE IV. CONSTRUCTION

The City will construct, or cause to be constructed under its direct supervision, the improvements designated as Project 13 (b) of Article I, in accordance with the plans, specifications, and estimates therefor. Said work shall be done to the satisfaction of the Department and shall be subject at all times to inspection and approval by the authorized representatives of the Department.

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 Department. No changes will be made in the plans and specifications without the prior approval of the Department.

When the work on Project 13 (b) shall have been completed, the City will prepare and submit to the Department within sixty days, a detailed estimate of cost and expenditures therefor.

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 12, 14, 15 and 16 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 Department.

Any equipment furnished by the Department for Projects 12, 14, 15 and 16 will be charged for at the rental rates established by the Department.

The work on Projects 12, 14, 15 and 16 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 of San Diego and the State of California.

When the work on Projects 12, 14, 15 and 16 shall have been completed, the Department will prepare and submit to the City within sixty days, a detailed estimate of cost and expenditures therefor.

ARTICLE V. FUNDS

Funds to defray the cost of the work as described in Article I hereof are available from the 1/4 cent gas tax allocation for State highways within cities for the period July 1, 1935, to June 30, 1937, estimated in the amount of $199,790.00; from funds budgeted by the California Highway Commission from the State highway fund in the amount of $96,700.00; and from funds to be furnished by the City.

Sufficient money to provide for the adequate maintenance of the State highway routes within the City during the current biennium ending June 30, 1937, as described in Project 11 (a) Article I, hereof, will be furnished by the City from City Funds.

The Department will pay the cost of Projects 11 (b), 12, 13 (a), 14, 15 and 16, from the funds provided by the State as above set forth.

The Department hereby delegates to the City the expenditures of the funds hereinabove provided to defray the cost of Project 13 (b).

As the work progresses on Project 13 (b) the Director of Public Works will forward warrants to the 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 Department on account of Projects 11 (b), 12, 14, 15 and 16, are fully discharged; provided that payment in advance of actual apportionment of gas tax revenue by the State Controller shall not exceed the amount estimated to accrue for expenditure within the City during the biennium ending June 30, 1937, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

ARTICLE VI. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the City such administrative powers, jurisdiction, and authority as are vested by law in the Department to regulate and control the streets constituting the designated State highway routes within the City, except that:

1. The Department reserves the right to install "Stop" signs; semaphores; other traffic control signalling devices; route number signs; mileage, directional, warning, information, or mandatory signs, as it may deem desirable, the cost of such installation, maintenance, and operation to be defrayed from the 1/4 cent allocated for expenditures upon State highways within the City.

2. No "Stop" sign, semaphore, traffic control signalling device, or other traffic sign as enumerated in paragraph 1 above shall be erected or maintained without the approval of the Department.

3. The approval of the department shall be secured before any permit is issued for the gross weight of any vehicle and load to exceed the legal load limit on any State highway within the city. This shall not be construed to prohibit the crossing of any State highway if such crossing is part of a move on other city streets.

4. All permits issued by the City shall contain the provisions required by Article 2, Chapter 3, of Division I of the Streets and highways code.

5. All blanket service connection permits under the provisions of Section 679 of the streets and highways code shall be submitted to the Department for approval before being issued.

6. The approval of the Department shall be secured before any encroachment on the surface or, other than in the case of blanket service connections covered by paragraph 5 above, any cuts, excavations, or openings, are permitted.

7. No signs shall be permitted to be installed within, or project over the roadway portion beyond, the established curb lines of any State highway.

8. No sign of any kind, except warning signs at railroad crossings, shall be permitted to be suspended over any State highway. An existing sign suspended over the State highway may be permitted to remain in place until in need of repairs or replacement, or until in the opinion of the Department it constitutes a hazard to traffic, at which time it shall be removed, and any permit that was issued for its installation shall be cancelled.

9. No permit shall be issued by the City which is not revocable.

It is understood and agreed that the City is solely responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under, or in connection with, any work, authority or jurisdiction delegated under this agreement, and it is further agreed that the City will defend, indemnify and save harmless the State of California, the Director of Public Works, and all officers and employees of the State of California from any and all loss or liability resulting from any claims made against them, or any of them, by reason of, or in connection with, any such delegated work, authority or jurisdiction.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the___day of___, 193__, and the Department on the___day of___, 193__.

Approved:

_____
Assistant State Highway Engr.

Approved:

_____
Chief Attorney

Approval Recommended:

_____
Engineer of City and
Cooperative Projects.

CITY OF_____

By_____

_____

_____

_____
STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS:

_____

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Expenditure of 1/4 Cent Fund of Motor Vehicle Fuel Tax, with State of California Department of Public Works; being Document No. 295479. (UNEXECUTED COPY)

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

C O N T R A C T

THIS AGREEMENT, made this 21st day of October, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, acting by and through the City Manager thereof, first party, hereinafter sometimes referred to as the "City," and L. S. EVERTS and CARL M. ESENOFF, second parties, hereinafter sometimes designated as the "Auditors," WITNESSETH:

WHEREAS, the City desires to engage the services of competent certified public accountants to make the annual audit of all accounts and books of all the departments of the City, pursuant to the provisions of Section 111 of the City Charter, and to perform certain other work as hereinafter mentioned; and

WHEREAS, second parties are willing to undertake and perform said work;

NOW, THEREFORE, the parties do hereby agree together as follows:

(1) The City does hereby employ the said second parties to make the annual audit required under Section 111 of the City Charter, covering a period of one year from July 1, 1934, to June 30, 1935, inclusive; and in addition to said audit to perform such system work connected with the keeping of accounts, handling of records, etc., within the City departments, in the interests of increased efficiency, as the City Manager may require, and agrees to pay second parties therefor the amounts, at the times, and in the manner hereinafter set forth.

(2) The second parties do hereby accept said employment, and agree faithfully and to the best of their ability to perform said services required of them, and to accept in full compensation therefor the sums of money, payable at the times, and in the manner hereinafter set forth.

(3) It is mutually understood and agreed that the system work hereinabove referred to, to be performed by second parties shall be of such scope and extent as the City Manager may from time to time suggest or direct, and shall continue so long as he may require, subject only to the limitation hereinafter provided.

(4) The Auditors agree to commence said audit on or before the 21st day of October, 1935, and to fully complete the same on or before the 31st day of January, 1936.

(5) The City agrees to pay to said Auditors for said completed audit the sum of fifteen hundred dollars ($1500.00); and to pay said Auditors for the performance of such system work as may be required of them hereunder by the City Manager at the rate of twenty-five dollars ($25.00) per day for the actual time expended by each of them on such work. Provided, however, that the total amount payable to them upon said per diem basis shall in no event exceed the sum of thirty-five hundred dollars ($3500.00).

The amount agreed to be paid to said Auditors on account of said audit, to-wit, the sum of fifteen hundred dollars ($1500.00), shall be payable in the following manner: Twenty-five per cent (25%) thereof when twenty-five per cent (25%) of said audit shall have been completed; twenty-five per cent (25%) when fifty per cent (50%) of said audit shall have been completed; and twenty-five per cent (25%) when seventy-five per cent (75%) of said audit shall have been completed. The Auditors shall render to the Manager progress reports whenever required by him, and his determination as to progress of the audit shall be final and binding upon the Auditors.

Payment to the Auditors for said system work and services shall be made as follows: Seventy-five per cent (75%) of the money earned by them during the preceding fifteen (15) days shall be determined and certified by the City Manager, and paid semi-monthly.

The withheld portion of said fifteen hundred dollars ($1500.00), to-wit, twenty-five per cent (25%), shall not become due and payable until the completion of said audit and the acceptance of the same by the City Manager and the acceptance thereof by the City Council, 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 Part III, Title IV, of the Code of Civil Procedure of the State of California.

When the terms of this agreement, in so far as the same relate to the making of said audit, 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 this agreement shall have been executed by the Auditors, 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 Auditors.

The withheld portion, to-wit, twenty-five per cent (25%) of the moneys earned on account of said system work shall not become due and payable until the acceptance thereof by the City Manager, 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 Part III, Title IV, of the Code of Civil Procedure of the State of California.

When the terms of this agreement, in so far as the same relate to the performance of said system work, 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 and by virtue of this agreement shall have been executed by the Auditors, 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, on account of the performance of said system work, or such portion thereof as may be due the Auditors.

The Auditors agree that they will not underlet nor assign this agreement, or any part thereof.

It is mutually understood and 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 Auditors unless authorized and directed by resolution of the Council of The City ofSan Diego to that effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 63642, authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

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

L. S. EVERTS
CARL M. ESENOFF

I hereby approve the form of the foregoing Contract this 21st 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 L. S. Everts and Carl M. Esenoff, for annual audit; being Document No. 295499.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That THEATRICAL ENTERPRISES CORPORATION, as Principal, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Dollars ($1000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th November, 1935.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas the said principal has been awarded the annexed concession by The City of San Diego to place and maintain upon the streets of The City of San Diego not less than one hundred fifty (150) nor more than two hundred (200) trash cans, with the privilege of placing and maintaining advertising matter thereon; and in consideration of which said principal has agreed to pay The City of San Diego the sum of sixty cents (60¢) per month for each and every trash can so placed and maintained, payments to be made on the tenth day of each month for the amounts due for the preceding month.

NOW, THEREFORE, if the said principal shall perform each and every of the duties, conditions and requirements contained in said concession attached hereto, and shall promptly pay all moneys due under the terms of said concession, 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, the day and year first hereinabove written.

THEATRICAL ENTERPRISES CORPORATION,
Principal
By L. B. METZGER

(SEAL)
GREAT AMERICAN INDEMNITY COMPANY, Surety
By EWART W. GOODWIN, Attorney-in-fact.

Executed in duplicate
The premium charged for this bond is $100.00.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 25th day of November in the year one thousand nine hundred and Thirty-five, before me L. Doster, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared EWART W. GOODWIN known to me to be the Attorney-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission will Expire
10-2-39

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

I hereby approve the form of the foregoing bond this 4th day of December, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 2 day of December, 1935.
R. W. FLACK, City Manager

A G R E E M E N T

THIS AGREEMENT, made and entered into in duplicate this 31 day of October, 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 THEATRICAL ENTERPRISES CORPORATION, hereinafter called the concessionaire, WITNESSETH:

WHEREAS, the concessionaire is desirous of placing and maintaining sanitary refuse containers, sometimes called trash cans, upon the public streets of the city, and of leasing advertising space thereon; and

WHEREAS, it seems advisable and for the best interests of the city to grant such concession 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 concessionaire to be kept and performed, and for other valuable considerations, the city hereby grants to the concessionaire the concession, right and privilege to place not less than one hundred fifty (150) nor more than two hundred (200) sanitary refuse cans, with advertising space thereon, upon the public streets and places in The City of San Diego, upon the following terms and subject to the following conditions:

(1) The location of said cans shall be subject to the designation and approval of the City Manager, and changes of location of all or any of said cans shall be made when ordered by said City Manager.

(2) That the term of this concession, unless terminated by the City Council as hereinafter provided, shall be for a period of five (5) years. This concession and all rights hereunder shall be subject to termination by resolution of the Council of The City of San Diego, and upon sixty (60) days' written notice thereof; and in case of such termination the City shall not be liable for any damages, costs or expenses suffered or incurred by the concessionaire by reason of any such termination.

(3) That the concessionaire may use said waste receptacles for the purpose of placing advertising matter thereon; provided, however, that no objectionable advertisements shall be placed thereon, and all advertising so placed shall be subject to the approval of the City Manager.

(4) Said concessionaire shall at all times keep and maintain each and all of said receptacles in a good state of repair, and in a neat, clean and sanitary condition, and to the satisfaction of the City Manager.

No garbage or market refuse shall be permitted to be deposited in any of said receptacles, but the same shall be used only for the deposit of rubbish or waste matter. The terms "garbage," "Market refuse," and "waste matter" shall include the substances included in the definitions of said terms as set forth in the ordinances of the City relating to the collection, disposition and handling of garbage, market refuse and waste matter.

(5) The concessionaire, in consideration of the right to place and maintain said trash cans as herein granted, shall pay to The City of San Diego the sum of sixty cents (60¢) per month for each and every can maintained under this concession. Payments shall be made to the City on or before the tenth day of each month for moneys due for the previous month.

(6) The concessionaire shall furnish and maintain during the life of this concession a good and sufficient bond executed by an approved surety company, in the sum of one thousand dollars ($1000.00), to be conditioned upon the faithful performance by the concessionaire of the terms of this concession. The approval and filing of such surety bond shall be a condition precedent to the effectiveness of this concession.

(7) That the City will, at such times as the City Manager may direct, empty and remove the trash from said cans, without expense to the concessionaire.

(8) That neither this concession nor any interest therein shall be assigned or underlet to any person, firm or corporation whatsoever; and any attempt so to assign or underlet shall automatically work a termination of this concession and all rights hereunder; provided, however, that nothing in this paragraph contained shall be construed as restricting or prohibiting the right of second parties to grant to other persons, firms or corporations the right and privilege of placing advertising matter on the advertising space on said cans, which right is hereby specifically reserved to the concessionaire, subject; however, to the other provisions of this agreement regarding advertising, as the same are expressed in Paragraph 3 of this agreement.

(9) That the concessionaire shall promptly, and in any event within not more than - no - days from the execution of this concession and the approval of the bond hereinabove required, place at such locations as may be approved by the Manager the minimum number of trash cans hereinabove provided.

IN WITNESS WHEREOF, The City of San Diego has caused its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 63647, and the concessionaire has caused its corporate name and seal to be hereunto affixed by its proper officers, evidencing its acceptance of this concession and the terms and conditions hereof.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

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

(SEAL)

THEATRICAL ENTERPRISES CORPORATION,
Concessionaire
By L. B. METZGER, Pres.
By A. U. SOBLER

I hereby approve the form of the foregoing Agreement this 4th day of Dec., 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 Theatrical Enterprises Corporation, for maintenance of Trash Cans on Streets; being Document No. 295608.

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, 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 Two Thousand Twenty-two Dollars ($2,022.00), 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, jointly and severally, firmly by these presents.

Signed by us, and dated this 5th day of December, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 5th day of December, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City one Byers Diesel motor 1/2 cubic yard crawler type shovel, 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 December, 1935.

CONTRACTORS EQUIPMENT & MACHINERY COMPANY, Principal
By W. H. HUDSON, Mgr.

(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 December, 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 7th day of December, 1935.

C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 6th day of December, 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 5th day of December, 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 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 one (1) Byers Diesel motor 1/2 cubic yard crawler type shovel, in accordance with specifications therefor on file in the office of the City Clerk of said City under Document No. 295271; delivery f.o.b. San Diego.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 35 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 Eight Thousand Eighty-four and 95/100 Dollars ($8084.95).

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 Eight Thousand Eighty-four and 95/100 Dollars ($8084.95), 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 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 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 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. 63759 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 7th day of December, 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 Contractors Equipment & Machinery Company, being Document No. 295634.

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

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY E. P. WATSON, JR., UNDER HIS CONTRACT FOR THE BREAKING UP OF BOULDERS AND REMOVAL OF MATERIALS FROM EL CAPITAN SPILLWAY, WHICH SAID CONTRACT IS DATED OCTOBER 7, 1935, AND IS ON FILE WITH THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 295008.

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 E. P. Watson, Jr., under his contract for breaking up boulders and removal of materials from El Capitan Spillway, was completed to the satisfaction of the Engineer on the 16th day of November, 1935.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego, on November 19, 1935, by resolution duly and regularly passed and adopted, officially accepted the work performed by E. P. Watson, Jr., in the breaking up of boulders and removal of materials from El Capitan Spillway. 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 26th day of November, 1935.

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

RESOLUTION NO. 63735

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

WHEREAS, it appears by the recommendation of the City Manager that the contract authorized by Resolution No. 63572, dated September 24, 1935, between the City of San Diego and E. P. Watson, Jr. for breaking up boulders and removal of material from El Capitan Dam Spillway has been satisfactorily completed and performed; and

WHEREAS, the original estimate of $3221.50 has been exceeded by $396.83, making a total amount of work done and performed of $3618.33; NOW, THEREFORE,

BE IT RESOLVED By the Council of the City of San Diego as follows:

That said contract is hereby declared to be completed and that said work performed under said contract is hereby approved and accepted.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 63735, as adopted by the Council of the City of San Diego on November 19, 1935.

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

RECORDED NOV 26 1935 50 Min. past 12 P.M. in Book 447 at Page 299 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.

NOLA N. PFAHLER
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 & Acceptance of Work on El Capitan Dam Spillway, by E. P. Watson, Jr.; being Document No. 295517.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Hadatsen 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 THIRTY-FIVE DOLLARS ($435.00), 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 3rd day of December, 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 POINT LOMA AVENUE, ADAIR STREET, TIVOLI STREET, GRANGER STREET, OSPREY STREET, ALHAMBRA STREET, TERRACE STREET, VALENCIA DRIVE, LA PALMA STREET, VARONA STREET, SANTA BARBARA STREET, NOVARA STREET, EBERS STREET, FROUDE STREET, GUIZOT STREET, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MOANA DRIVE, TARENTO DRIVE, SAVOY STREET, CATALINA BOULEVARD, SORRENTO DRIVE, BARCELONA DRIVE, CALAVERAS DRIVE, PIEDMONT DRIVE, HILL STREET, MARSEILLES STREET, MONACO STREET, BRINDISI STREET, ALGECIRAS STREET, CARMELO STREET, CASITAS STREET, LADERA STREET, SUNSET CLIFFS BOULEVARD, CORDOVA STREET and DEVONSHIRE DRIVE, in the City of San Diego, within the limits and as particularly described in Resolution of Intention No. 63293, adopted July 9, 1935, on file in the office of the City Clerk of said City, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

(SEAL) ATTEST:
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 3rd day of December, 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 5th day of December, 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. 63681 passed and adopted on the 5th day of November, 1935, require and fix the sum of $435.00 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
SUNSET CLIFFS LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 10th day of December, 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:

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 PALMA 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 entier 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, 1935, to-wit, to and including September 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 Sunset Cliffs Lighting District No. 1", filed July 13, 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 Seven Hundred Forty Dollars ($1740.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund."

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 Forty Dollars ($1740.00) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Seven Hundred Forty Dollars ($1740.00).

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 PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 5th day of December, 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 Sunset Cliffs Lighting District No. 1; being Document No. 295617.

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 TWENTY DOLLARS ($620.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of December, 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 Boundary Street and Euclid Avenue; 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4 Block 192, Amended Map of City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue, in the City of San Diego, 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 & EIECTRIC 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)
COUNTY OF SAN DIEGO) ss

On this 3rd day of December, 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 5th day of December, 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. 63682 passed and adopted on the 5th day of November, 1935, require and fix the sum of $620.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT
NO. 3

THIS AGREEMENT, made and entered into this 10th day of December, 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 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, 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 entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 3", filed August 6, 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 Thousand Four Hundred Seventy-seven and 40/100 Dollars ($2477.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 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 Four Hundred Seventy-seven and 40/100 Dollars ($2477.40) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Four Hundred Seventy-seven and 40/100 Dollars ($2477.40).

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
By W. F. RABER

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

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.

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

I hereby approve the form of the foregoing Contract, this 5th day of December, 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. 3; being Document No. 295618.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Wadstrom 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 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 severaly, firmly by these presents.

Signed by us and dated this 3rd day of December, 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 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;
HARASTHY STREET, between Atlantic Street and California Street;
ANDREWSSTREET, between Califfornia Street and India Street; and
WINDER STREET, between Hancock Street and Kettner Boulevard,
required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

(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 3rd day of December, 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 5th day of December, 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. 63680 passed and adopted on the 5th day of November, 1935, require and fix the sum of $315.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
FIVE POINTS LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 10th day of December, 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 Andrews Street and Chalmer 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;
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, 1935 to and including August 4, 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 Five Points Lighting District No. 1", filed August 5, 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 Two Hundred Forty-seven and 40/100 Dollars ($1,247.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1 Fund."

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 Forty-seven and 40/100 Dollars ($1,247.40) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Two Hundred Forty-seven and 40/100 Dollars ($1,247.40).

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 PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 5th day of December, 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, being Document No. 295619.

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

By August M. Vadstrom Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 12th day of December, 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 G. T. DRINKWATER, 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 portion of Tract "B" Rancho El Cajon, in the County of San Diego, State of California, particularly described as follows, to-wit:

Commencing at the northeasterly corner of that certain tract of land conveyed to The City of San Diego by Frank H. Rowley and wife, by deed dated April 26, 1932, and recorded in Book 122, at page 287, Official Records of the County Recorder of said San Diego County; thence westerly along the northerly line of said Rowley Tract and westerly along the northerly line of that certain tract of land conveyed to The City of San Diego by Emma Pearl Vance by deed dated April 14, 1931, recorded in Book 1891, at page 229, of Deeds, Records of said County Recorder, a distance of 4620 feet, more or less, to the northwesterly corner of said tract of land so conveyed to the City by said Emma Pearl Vance; thence southerly along the westerly line of said Vance Tract, a distance of 1507.44 feet to the southwesterly corner thereof; thence south 72° 10' east along the southwesterly line of said Vance Tract in said Tract "B", a distance of 1659.82 feet, more or less, to the most southerly corner of said Vance Tract, said last described point being also the southwesterly corner of that certain tract of land conveyed to Annie M. Lane by deed recorded in Book 279, at page 8, of Deeds, Records of said County Recorder; thence northerly along the westerly line of said Lane Tract and northerly along the westerly line of that certain tract of land conveyed to Louis Bothamley by deed recorded in Book 131, at page 374, of Deeds, Records of said County Recorder, a distance of 1075 feet to the northwesterly corner of said Bothamley Tract; thence easterly along the northerly line of said Bothamley Tract and the easterly prolongation thereof, a distance of 1060 feet to an intersection with the westerly line of that certain tract of land conveyed to The City of San Diego by deed of the Gilchrist Estate Company, a corporation, dated April 8, 1926, recorded in Book 1204, at page 354, of Deeds, said County Recorder's Records, said last described point also being on the north and south center line of Section 23, Township 15 South, Range 1 West, S.B.B.&M.; thence south along the center line of said Section 23, a distance of 2748 feet to the center of said Section 23, said last described point also being the southwesterly corner of said tract of land so conveyed to The City of San Diego by the Gilchrist Estate Company; thence east along the south line of said tract of land so conveyed to The City of San Diego by said Gilchrist Estate Company, a distance of 1323.4 feet to a point; thence due north 153 feet to a point; thence north 44° 16' east along the southeasterly line of said tract of land so conveyed to The City of San Diego by said Gilchrist Estate Company, a distance of 924.30 feet to the most easterly corner thereof; thence northerly along the easterly line of said tract of land so conveyed to the City by the Gilchrist Estate Company and along the easterly line of said tract of land so conveyed to the City by said Rowley and wife, to the point of commencement; containing 245 acres of land, more or less.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever existing against or in respect to said property; for the term of three (3) years commencing on the date of this lease, at a rental of one hundred fifty dollars ($150.00) per year, payable semi-annually in advance during the term of this lease.

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 the same becomes payable, as above provided.

(2) That the Lessee will use the land for grazing and/or agricultural purposes only.

(3) That the Lessee will not pump water from any of the wells located on the land.

(4) That all expenses necessary to maintaining and keeping in repair all buildings and fences on the land shall be paid by the Lessee.

(5) That all improvements of any kind or nature placed upon the land during the term of this lease shall become the unencumbered property of the Lessor at the termination of the term of this lease.

(6) 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 a 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 convenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

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

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

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 63783, and the 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

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

G. T. DRINKWATER, Lessee

I hereby approve the form of the foregoing Lease, this 10th day of December, 1935.
C. L. BYERS, City Attorney
By WM. ROY IVES, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with G. T. Drinkwater, being Document No. 295612.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Headstrom 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 DOLLARS ($50.00), 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 3rd day of December, 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 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; and WILLOW STREET, between Voltaire Street and Whittier Street, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
(SEAL) ATTEST: By W. F. RABER
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 3rd day of December, 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 5th day of December, 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. 63683, passed and adopted on the 5th day of November, 1935, require and fix the sum of $50.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
ROSEVILLE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 10th day of December, 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:

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; and
WILLOW STREET, between Voltaire Street and Whittier Street.

Such furnishing of electric energy shall be for a period of one year from and including October 15, 1935, to-wit, to and including October 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 Roseville Lighting District No. 1", filed July 19, 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 Ninety-seven and 40/100 Dollars ($197.40) 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 "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 One Hundred Ninety-seven and 40/100 Dollars ($197.40) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Hundred Ninety-seven and 40/100 Dollars ($197.40).

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
By W. F. RABER

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

THE CITY OF SAN DIEGO
By PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 5th day of December, 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, being Document No. 295620.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hedstrom 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 five hundred Seventy-one Dollars ($571.00), 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 12th day of December, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 12th day of December, 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 12th day of December, 1935.

E. P. WATSON, JR., Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY Surety
By DONALD B. GOLDSMITH, Attorney-in-Fact

(SEAL) ATTEST:
BILDA C. FOTLAND

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 12th day of December 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.

HELEN C. WALLACE
(SEAL) Notary Public in and for said County and State
My commission expires March 12, 1938

I hereby approve the form of the foregoing Bond this 13th day of December, 1935.

C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing Bond this 13th day of December, 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 One Hundred Forty-one Dollars ($1141.00), 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 himself, his successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 12th day of December, 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 12th day of December, 1935.

E. P. WATSON, JR., Principal
(SEAL) ATTEST: MASSACHUSETTS BONDING AND INSURANCE COMPANY, Surety
BILDA C. FOTLAND By DONALD B. GOLDSMITH, Attorney-in-Fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 12th day of December 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.

HELEN C. WALLACE
Notary Public in and for said County and State

(SEAL)
My commission expires
March 12, 1938.

I HEREBY APPROVE the form of the foregoing bond, this 13th day of December, 1935.

C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 13th day of December, 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, State of California, this 13th day of December, 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 that certain schedule and specification on file in the office of the City Clerk of The City of San Diego bearing Document Nos. 295384 and 295418, at the following prices, to-wit:

Item No.	Work or Material	Quantity and Price	Amount
1	2" drill holes in rock, boulders or elsewhere - 900 linear feet at	$1.00 per linear foot	$900.00
2	Loading and shooting holes - 350 holes at	.50 each	$175.00
3	Hauling shovel to site and removal after completion of work, 1 at	20.00	$ 20.00
4	Hauling 5 cubic yard trucks to site and removal after completion of work - 3 at	10.00	$ 30.00
5	Rate per hour for use of 5 cubic yard dump trucks - 180 hours at	2.50 per hour	$450.00
6	Rate per hour for shovel - 75 hours at	8.00 " "	$600.00
7	40% giant dynamite or equivalent complete in place - 200 pounds at	0.25 per lb.	$ 50.00
8	Blasting caps complete in place - 350 at	0.03 each	$ 10.50
9	Electric exploders complete in place - 75 at	0.20 "	$ 15.00
10	Safety fuses, complete in place - 1,500 feet at	0.02 per foot	$ 30.00

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 10 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 officer 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 Nos. 295384 and 295418, 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 has 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 13th day of December, 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 E. P. Watson, Jr., for Removal of Rock, etc. from El Capitan Dam Spillway; being Document No. 295696.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED STATES PIPE & FOUNDRY COMPANY, 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 Three Thousand Fifty Dollars ($3,050.00), 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, jointly and severally, firmly by these presents.

Signed by us, and dated this 30th day of November, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 30th day of November, 1935, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City 3,360 lineal feet of 16" 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 30th day of November, 1935.

UNITED STATES PIPE & FOUNDRY COMPANY, Principal

(SEAL) ATTEST:
CHAS. R. RAUTH, Secretary

By D. B. STOKES, Vice President

UNITED STATES GUARANTEE COMPANY, Surety

(SEAL)

By CHARLES SEELY, Attorney-in-Fact
and CELIA L. PETAR, Attorney-in-fact

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

On this 30th day of November, 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 Charles Seeley 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
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 foregoing bond this 12th day of November, 1935.

C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this ___ 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 30th day of November, 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, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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, 3,360 lineal feet of 16" cast iron pipe, said pipe to be Class "C" and to conform to A.W.W.A. specifications and to be in accordance with City of San Diego standard specifications, Series 2-29, delivery f.o.b. point of use on Rosecrans Street, between Seville Street and Pacific Avenue highway, as designated by the Director of Public Works.

Said contractor agrees to furnish and deliver said material hereinabove described within 45 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 price of Three and 63/100 Dollars ($3.63) 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 material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of TWELVE THOUSAND ONE HUNDRED NINETY-SIX and 80/100 DOLLARS ($12,196.80), as follows:

Upon 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 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 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 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 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 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. 63737 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 it's 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:
CHAS. R. RAUTH, Secretary

UNITED STATES PIPE & FOUNDRY COMPANY
By D. B. STOKES, Vice-President

I hereby approve the form of the foregoing contract this 12th 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 United States Pipe & Foundry Co., being Document No. 295698.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kraduttman Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15 day of December, 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 MICHAEL J. WALSH, 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 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 Station 185 on the U. S. Bulkhead Line for the Bay of San Diego, as said Bulkhead Line now exists; thence north 39° 10' east a distance of 140 feet to the true point or place of beginning; thence north 50° 50' west a distance of 140.5 feet to a point; thence north 39° 10' east, at right angles to the last described course, a distance of 200 feet to a point; thence south 50° 50' east, at right angles to the last described course, a distance of 200 feet to a point; thence south 39° 10' west, at right angles to the last described course, a distance of 200 feet to a point; thence north 50° 50' west, at right angles to the last described course, a distance 59.50 feet, to the true point or place of beginning, containing 40,000 square feet.

The lands hereinabove described being shown on the map or 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 lessee for a period of ten (10) years, beginning on the 15th day of December, 1935, and ending on the 14th day of December, 1945, unless sooner terminated as herein provided, at the following rentals:

> For the first five-year portion of said term, commencing on the 15th day of December, 1935, the sum of one cent (1¢) per square foot per year;
>
> For the second and final five-year portion of said term, the sum of three cents (3¢) 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 occassioned 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 of 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 manufacturing and selling kelp and other vegetable products. The lessee shall have the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on the above-named business.

(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) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said lands, and the right to open streets through said premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, and of the dockage of vessels on said premises, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by 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; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

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

(6) 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 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

MICHAEL J. WALSH, Lessee

I hereby approve the form of the foregoing Lease, this 22d day of November, 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 Michael J. Walsh; being Document No. 295757.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kradatzer Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 21st day of December, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and JOHN ZWECK, of San Diego, California, hereinafter called 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 leases unto the Lessee that certain real property situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

All of Pueblo Lot 1360 of the Pueblo Lands of The City of San Diego, according to the map thereof made by James Pascoe in 1870, a certified copy of which is filed as Miscellaneous Map No. 36 in the office of the County Recorder of San Diego County, California;

for the term of one (1) year commencing on the 2nd day of January, 1936, and ending on the 1st day of January, 1937, at the total rental for said term of thirty dollars ($30.00), payable in advance on the date of the execution of this lease.

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

(1) That the Lessee will use the land for agricultural purposes only;
(2) That the 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;
(3) That the City shall have the right to enter upon said lands for purposes of inspection.

It is agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the City Manager of said City.

That the Lessor does hereby covenant, promise and agree that the said Lessee, paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 63817, and the 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

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

JOHN ZWECK, Lessee

I hereby approve the form of the foregoing Lease, this 20th day of December, 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 Lease with John Zweck, being Document No. 295770.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, A. O. REED & CO., INC., 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 twenty-five dollars ($625.00), 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 20th day of December, 1935.

THE CONDITIONS of the above and foregoing obligation are such that whereas, the said principal on the 20th day of December, 1935, entered into the annexed contract with said The City of San Diego to furnish and deliver to said City a steam heating plant for shop and office building located at 20th and A Streets, in The City of San Diego, California, all in accordance with said contract, and with the plans and 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 20th day of December, 1935.

A. O. REED & CO., INC., Principal
By A. O. REED, Pres.
HARRY E. REED, Secy.

MARYLAND CASUALTY COMPANY
(SEAL) By F. F. EDELEN, Its Attorney in Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 20th day of December 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 24th day of December, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 24 day of December, 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 20th day of December, 1935, by and between THE CITY OF SAN DIEGO, a municipal corporation, the party of the first part, and hereinafter sometimes designated as the City, and A. O. REED & CO., INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, and to install a steam heating plant for shop and office building located at 20th and A Streets, in The City of San Diego, all in accordance with the plans and specifications and notice to bidders, on file in the office of the City Clerk of said City, bearing Document numbers 295129 and 295415, respectively.

Said contractor agrees to furnish and deliver said heating plant hereinabove described within 15 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said heating plant hereinabove described at and for the price of two thousand four hundred ninety-eight dollars ($2,498.00).

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 heating plant 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 four hundred ninety-eight dollars ($2,498.00), as follows:

Upon the delivery and installation of said heating plant, 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 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 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 heating plant, 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 arereserved 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. 63792 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)

A. O. REED & CO., INC.
By A. O. REED, Pres.
HARRY E. REED, Secy.

I hereby approve the form of the foregoing contract, this 24th day of December, 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 A. O. REED & CO.,; being Document No. 295877.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 18th day of December, 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, and HOWARD E. BETTS, of 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 leases unto the Lessee that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

> The southeast quarter of the northeast quarter, the northeast quarter of the southeast quarter, the southeast quarter of the southwest quarter, and the south half of the southeast quarter of Section 19, Township 14 south, Range 1 east; the southwest quarter of the northwest quarter, and the southwest quarter of Section 20, Township 14 south, Range 1 east; the west quarter of Section 29, Township 14 south, Range 1 east; all of section 30, Township 14 south, Range 1 east; the northwest quarter of the northeast quarter, the northeast quarter of the northwest quarter, and Lots 1, 2, 3 and 4 of Section 31, Township 14 south, Range 1 east; the southwest quarter of the northeast quarter, the west half of the southeast quarter and the southeast quarter of the southeast quarter of Section 25, Township 14 south, Range 1 west; the northeast quarter of the northeast quarter and the east half of the southeast quarter of Section 36, Township 14 south, Range 1 west (excepting that portion of Section 31, Township 14 south, Range 1 east, conveyed to Pearl Johnson, and described in Deed Book 687, page 153, County Recorder's records, being commonly known as the "School Property,"), being 1700 acres of land, more or less, in the County of San Diego, State of California;

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of five (5) years, commencing on the 2nd day of January, 1936, and ending on the 1st day of January, 1941, at a rental of seven hundred fifty-five dollars ($755.00) per year, payable semi-annually in advance.

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 time when the same shall become payable, as above provided;

(2) That the Lessee will use the land for stock grazing and/or agricultural purposes only;
(3) That the Lessee shall have the privilege to sub-let any buildings and/or land within the area leased, as above described, for purposes and uses consistent with this lease, and compatible with the best interests of the City; provided, however, that all sub-leases shall be subject to the approval of the City Manager of said City;
(4) 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. That all expenses necessary to maintaining and keeping in repair all buildings and fences on the lands shall be paid by the Lessee, and said Lessor shall be to no expense for repairs, renewals or additions to any buildings or other improvements on the land leased;
(5) That the Lessee will construct, at his own expense, such fences as may be required, and upon the termination of this lease all buildings and other improvements on the land, including all exterior or boundary line fences and all fences along the exterior lines of any public highway within or through the land leased, shall be left in place and become the unencumbered property of the Lessor;
(6) It is understood that The City of San Diego, or other agencies, State or County, co-operating therewith, reserves the right to construct, operate and maintain stream gauging stations, cable crossings and wiers, on either or both San Vicente and Padre Barona Creeks, and the right of ingress and egress at all times incident to the proper construction, operation and maintenance of such stream gauging stations and appliances; also to make engineering investigations, core drillings, tunnelling, test pits, or any work incidental to the proper determination of dam location and formation of bed rock material; also the right to make investigations necessary and incidental to spillway locations and foundations thereof, and other investigations in connection with material necessary for the construction of the dam, spillway and other appliances; said Lessor also reserves the right at any time to remove sand, rock and gravel for construction purposes from the property above described, together with the right of ingress and egress at all times. No materials, sand, gravel, rock or timber, shall be removed from the said properties by any one other than The City of San Diego.
(6) 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.
(7) That Lessor 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 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;

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 the Lessor deems the use of the land necessary for water development, 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 90 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 detemmined 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 a 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 City Manager of said City.

It is agreed that if any default shall be made by the Lessee in the payment of any rent prompbly 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 peceably 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.

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, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 63810, and the 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

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

HOWARD E. BETTS, Lessee

I hereby approve the form of the foregoing Lease, this 16th day of December, 1935.
C. L. BYERS, City Attorney
By WM. ROY IVES, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Howard E. Betts; being Document No. 295717.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation created and existing under the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE THOUSAND FOUR HUNDRED AND 00/100 Dollars ($9,400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal 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 December, 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 all electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to the Class A lamp street lighting circuits, and also to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways, in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms and appliances for Class B lamps, for a period of seven (7) months from and after the 1st day of December, 1935, to-wit: to and including the 30th day of June, 1936, for all lights that were installed and burning as of December 1, 1935, for the prices as in said contract specified; the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 295412, on file in the office of the City Clerk of said City, and as shown on the plans on file in the office of the City Engineer of said City, which said documents are by reference thereto incorporated in said contract and made a part thereof; and also to protect and hold harmless the said City against all damages, costs or expenses on account of damage to persons or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract; all as in said contract specifically set forth.

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

IN WITNESS WHEREOF, said Principal and 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 30th day of December, 1935.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
Principal

(SEAL) ATTEST:
P. A. BAILEY

By W. F. RABER

THE AETNA CASUALTY AND SURETY COMPANY
Surety

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 30th day of December, 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 Bond, this 1st day of December, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

APPROVED AS TO FORM
EDGAR A. LUCE, Counsel

I hereby approve the foregoing Bond this 1st day of December, 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 1st day of December, 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, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City, in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all electric current, transformers, lines, switches, and other material and equipment necessary for the furnishing of electric current to the Class A lamp street lighting circuits, and also to furnish all poles, wires, conduits, lamps, arms, and all other appliances and the electric current, together with the maintenance of such poles, wires, conduits,

lamps and arms, and appliances for Class B lamps for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, for a period of seven (7) months from and after the 1st day of December, 1935, to-wit: to and including the 30th day of June, 1936, for all the lights that were installed and burning as of December 1, 1935, as shown by the plans on file in the office of the City Engineer of said City, and according to the specifications contained in Document No. 295412, on file in the office of the City Clerk of said City, which said Document No. 295412 and said plans are by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

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

Said Company agrees to furnish all the electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to Class A lamp street lighting circuits in said City, for said period of seven (7) months from and after the 1st day of December, 1935, to-wit: to and including the 30th day of June, 1936, for the sum of One and 65/100 Dollars ($1.65) per lamp per month for each 600 candle power lamp burning until midnight; the sum of One and 20/100 Dollars ($1.20) per lamp per month for each 400 candle power lamp burning until midnight; the sum of Eighty-five Cents ($0.85) per lamp per month for each 250 candle power lamp burning until midnight; the sum of One and 90/100 Dollars ($1.90) per lamp per month for each 600 candle power lamp burning all night; the sum of One and 05/100 Dollars ($1.05) per lamp per month for each 250 candle power lamp burning all night; and the sum of Seventy-five cents ($0.75) per lamp per month for each 100 candle power lamp burning all night;also, to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for lighting of said streets, avenues, boulevards, places, drives and ways in said City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances for Class B lamps for said period of seven (7) months from and after the 1st day of December, 1935, to-wit: to and including the 30th day of June, 1936, for the sum of Three and 94/100 Dollars ($3.94) per lamp per month for each 600 candle power lamp; the sum of Three and 23/100 Dollars ($3.23) per lamp per month for each 400 candle power lamp; the sum of Two and 57/100 Dollars ($2.57) per lamp per month for each 250 candle power lamp; and the sum of One and 83/100 Dollars ($1.83) per lamp per month for each 100 candle power lamp. All of said rates are as set forth in the published schedule of the Railroad Commission of the State of California, a copy of which is filed in the office of the City Clerk of said City, under Document No. 295397. Said rates shall at all times be subject to such change or modification by the Railroad Commission of California, as said Commission may from time to time direct in the exercise of its jurisdiction.

And said Company further agrees to install and maintain Class B lights in addition to those now installed, upon notification from the Council so to do, at and for the price of three and 94/100 Dollars ($3.94) per lamp per month for each 600 candle power lamp; the price of Three and 23/100 Dollars ($3.23) per lamp per month for each 400 candle power lamp; the price of Two and 57/100 Dollars ($2.57) per lamp per month for each 250 candle power lamp; and the price of One and 83/100 Dollars ($1.83) per lamp per month for each 100 candle power lamp; subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Council, and to be in accordance with the specifications contained in said Document No. 295412. Provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans filed in the office of the City Engineer of said City shall be made at the expense of The City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

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

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 295412.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sums of money for each class of lamps and the candle power thereof as hereinabove set forth; and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, that if the said Railroad Commission shall fix a lower rate for such services, the City shall be required to pay only the said lower rate while the same is in force; and said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Arc Light Fund of said City, and upon presentation by the Company of its claims therefor in the proper form.

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

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

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

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

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, this 1st day of December, 1935.

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.

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

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

(SEAL) ATTEST:
P. A. BAILEY

APPROVED AS TO FORM
EDGAR A. LUCE

I hereby approve the form of the foregoing Contract this 1st day of December, 1935.

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

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract with the San Diego Consolidated Gas & Electric Company 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 December 1st, 1935

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego
By J.S.W. BARBER, Ch. Deputy.

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 the overhead street lighting system; being Document No. 295884.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 31st day of December, 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 FRANK A. BENTON, of El Cajon, 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 portion or tract of land, in the County of San Diego, State of California, particularly described as follows, to-wit:

> The southeast quarter of the southwest quarter, southwest quarter of the southeast quarter, south half of the northwest quarter and north half of the southwest quarter of Section 23; west half of the northeast quarter, southeast quarter of the northwest quarter, north half of the southwest quarter and southeast quarter of the southwest quarter of Section 26; east half of the northeast quarter, southeast quarter (except the east half of the southeast quarter of the southeast quarter) and southwest quarter of Section 27; northeast quarter of the southeast quarter and south half of the southeast quarter of Section 28; Lots 2, 3 and 4 of Section 32; Lots 1, 2, 3 and 4 of Section 33; Lots 1, 2, 3 and the west half of Lot 4, Section 34; Lots 5, 6, 7 and 8 Section 35; all in Township 18 South, Range 2 East, S.B.B.M., in the County of San Diego, State of California, containing 1400 acres of land, more or less.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever existing against or in respect to said property; for the term of three (3) years commencing on the date of this lease, at a rental of Three Hundred Dollars ($300.00) per year, payable quarterly in advance during the term of this lease.

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 the same become payable, as above provided.

(2) That the Lessee will use the land for grazing and/or agricultural purposes only.

(3) That the Lessee will not pump water from any of the wells located on the land.

(4) That all expenses necessary to maintaining and keeping in repair all buildings and fences on the land shall be paid by the Lessee.

(5) That all improvements of any kind or nature placed upon the land during the term of this lease shall become the unencumbered property of the Lessor at the termination of the term of this lease.

(6) The City of San Diego shall have the right at all times to enter upon said lands for the purpose of water development and shall have the right to install, maintain and operate stream gauging stations on Cottonwood and Tecate Creeks and to carry on all necessary investigations, core borings, works necessary for foundation investigations or any other work required and appurtenant to the development of the Marron project; and it is agreed by the parties hereto that all rights herein reserved for such water inspection and development shall inure, and apply, to any and all public bodies and/or to any and all persons or agencies cooperating with The City of San Diego in connection therewith.

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 a 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, or for any other purpose which the Lessor may deem necessary for the protection of its interests herein.

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/or 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 of any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

It is expressly understood and agreed by the parties hereto that in the event of a breach of any of the covenants herein entered into, that in addition to the remedies provided herein, the Lessor may, at its option, take immediate possession of the premises herein described and remove, with or without legal process, the Lessee, its agents or assigns from said premises, and that such immediate removal, whether by force or otherwise, shall not constitute any ground for legal action, either in law or equity, for such removal, and that any right of action, if any may exist therefor, is, by the Lessee, expressly waived.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be heretunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 63843, and the 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

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

FRANK A. BENTON, Lessee.

I hereby approve the form of the foregoing Lease, this 20th day of December, 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 Lease with Frank A. Benton, being Document No. 295940.

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

B O N D U.S.G.C. BOND #1058521

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED STATES PIPE AND 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 Eight hundred fifty-five dollars ($855.00), 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 December, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 26th day of December, 1935, entered into the annexed contract with said City of San Diego, to furnish and deliver to said City of San Diego, 1000 feet of eighteen-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 26th day of December, 1935.

UNITED STATES PIPE AND FOUNDRY COMPANY
Principal
By R. W. MARTINDALE, Pac. Coast Mgr.

UNITED STATES GUARANTEE COMPANY, Surety
By CELIA R. PETAR, Attorney in Fact
A. O. FISKE, Attorney in Fact

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

On this 26th day of December, 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 Celia R. Petar and A. O. Fiske, 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) Notary Public in and for the City and County of San
My Commission expires Francisco, State of California.
Mar. 10, 1938

I hereby approve the form of the foregoing bond this 2nd day of January, 1936.
C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this 6th day of January, 1936.
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 26th day of December, 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. dock, San Diego, California, one thousand (1000) feet of eighteen-inch Class B, B&S Cast Iron Pipe, in 12-foot lengths, in accordance with the specifications therefor, Series 2-29, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said pipe hereinabove described within 40 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 three thousand four hundred twenty dollars ($3,420.00).

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 pipe 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 four hundred twenty dollars ($3,420.00), as follows:

Upon delivery of said pipe, 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 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 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 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 or materials 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. 63801 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
UNITED STATES PIPE & FOUNDRY COMPANY
By R. W. MARTINDALE, Pac. Coast Mgr.

I hereby approve the form of the foregoing contract this 2nd day of January, 1936.
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 United States Pipe & Foundry Co.; being Document No. 295937.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August W. Kradstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE SEAGRAVE 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 thousand six hundred forty-four dollars ($3,644.00), 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 23d day of December, 1935.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said Principal on the 6th day of January, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City, f.o.b. San Diego, two (2) Seagrave "Junior" 600 gallon triple combination pumping engines and hose cars, equipped with 100 gallon water tanks, 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 23d day of December, 1935.

THE SEAGRAVE CORPORATION, Principal
By F. S. HIRSCH, District Manager
AMERICAN SURETY COMPANY OF NEW YORK, Surety
(SEAL) ATTEST:
By A. I. ZIMMERMAN, Resident Vice President
I. TAYLOR, Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 23d day of December, 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. I. Zimmerman personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the 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.

JOHN GURASH
(SEAL)
Notary Public in and for the County of Los Angeles, State of California
My Commission Expires Feb. 18, 1936

I hereby approve the form of the foregoing bond this 2nd day of January, 1936.
C. L. BYERS, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this 6th day of January, 1936.
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 6th day of January, 1936, by and between 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, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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) Seagrave "Junior" 600 gallon triple combination pumping engines and hose cars, equipped with 100 gallon water tanks, all in accordance with specifications therefor contained in Document No. 295414, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish and deliver said apparatus hereinabove described within sixty (60) days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said apparatus hereinabove described at and for the price of fourteen thousand five hundred seventy-five and 73/100 dollars ($14,575.73).

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 it to be performed, and the acceptance of said apparatus by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of fourteen thousand five hundred seventy-five and 73/100 dollars ($14,575.73), as follows:

Upon delivery of said apparatus, 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 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 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 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 apparatus, 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 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. 63800 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

THE SEAGRAVE CORPORATION
By F. S. HIRSCH, District Manager

I hereby approve the form of the foregoing contract this 2nd day of January, 1936.
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 The Seagrave Corporation, being Document No. 295938.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Bradstrom Deputy

CONSENT BY LESSEE TO CANCELLATION OF LEASE BETWEEN THE CITY OF SAN DIEGO AND FRANK A. BENTON, DATED THE 8TH DAY OF MARCH, 1933 AND ENDING THE 29TH DAY OF FEBRUARY, 1936 FILED AS DOCUMENT NO. 281536.

The undersigned, having executed a new lease with The City of San Diego, covering the real property described in that certain lease dated the 8th day of March, 1933, and filed with the City Clerk as Document No. 281536, covering those certain lands in the Marron Reservoir basin, and it appearing that the City Council of The City of San Diego has, by Resolution No. 63844, authorized the cancellation of said lease, the undersigned, as the Lessee, hereby consents to the cancellation of said lease dated the 8th day of March, 1933, and filed as Document No. 281536, as aforesaid.

Dated this 6 day of January, 1936.

FRANK A. BENTON

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Consent of Frank A. Benton to Cancellation of Lease with The City of San Diego; being Document No. 295941.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 31st day of December, 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 Lessor, and W. N. BRADBURY and W. E. BRADBURY, doing business under the name and style of W. N. BRADBURY & SON, of the County of San Diego, State of California, hereinafter designated as the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessees as hereinafter set forth, and in consideration of the covenants of the Lessees hereinafter set out, and their faithful performance by such Lessees, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessees that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

The south half of the northeast quarter of Section 31, Township 12 south, Range 1 west, S.B.B.M.

EXCEPTING from the above described land all that portion thereof lying above an elevation of 395 feet above sea level, according to the U. S. Geological Survey datum;

Also, the southwest quarter of the southeast quarter, and the west half of the northwest quarter of the southeast quarter of Section 32, Township 12 south, Range 1 west, S.B.B.M.

Also, commencing at a point 50 yards south of the northeast corner of the southwest quarter of said Section 32, Township 12 south, Range 1 west; running thence west 156 yards; thence south 830 yards; thence east 156 yards; thence north 830 yards to the point of commencement;

EXCEPTING from the above all public roads and ways;

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a period of three (3) years, commencing on the first day of December, 1935, and ending on the 30th day of November, 1938, unless sooner terminated as herein provided, at the following rentals:

Five hundred dollars ($500.00) per year, payable in equal quarterly installments, in advance, during the term of this lease.

In consideration of the premises the Lessees agree with the Lessor as follows:

(1) That the Lessees will pay the said rental promptly at the time when the same shall become payable, as above provided;

(2) That the Lessees will use the land for stock grazing and/or agricultural purposes only; that Lessees will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry;

(3) That Lessees will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon;

(4) It is understood that The City of San Diego reserves the right at any time to remove sand, rock and gravel from the property above described, together with the right of ingress and egress at all times. No materials, sand, gravel, rock, mineral or timber shall be removed from the said properties by any one other than The City of San Diego.

(5) 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.

(6) That Lessees 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 thereof, Lessees 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.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED that, anything herein to the contrary notwithstanding, the Lessor shall have, and said Lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessees at least thirty (30) days' notice of Lessor's intention so to do. Such notice may be served upon the Lessees personally, or it may be left with some person in charge of said demised premises, or it may be posted on said demised premises; and said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessees for the damage which the Lessees may suffer by reason of the termination of said lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed. If the Lessor and the Lessees cannot agree upon the amount of such compensation, it shall be determined by a board of arbitrators to consist of three (3) members, one of whom shall be chosen by the Lessor and one by the Lessees, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

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

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

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

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

IN WITNESS WHEREOF, THE City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 63842, and the said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R. W. FLACK, City Manager

BRADBURY & SON
By W. E. BRADBURY
Doing business under the name and style of W. N. BRADBURY & SON, Lessees

I hereby approve the form of the foregoing Lease this 19 day of December, 1935.
C. L. BYERS, City Attorney
By WM. ROY IVES, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with W. N. Bradbury & Son; being Document No. 295942.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August Fr. Hedstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 3rd day of January, 1936, 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 GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a corporation, hereinafter designated as the 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 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, as said Bulkhead Line is now established for the Bay of San Diego, distant 459.80 feet north 50° 50' west from Station 183 on the said Bulkhead Line; thence north 40° 36' 43" east a distance of 125.04 feet to the true point or place of beginning; thence continuing north 40° 36' 43" east a distance of 200.06 feet to a point; thence south 50° 50' east parallel to the said U. S. Bulkhead Line a distance of 114.95 feet to a point; thence south 39° 10' west a distance of 200 feet to a point; thence north 50° 50' west parallel to the said U. S. Bulkhead Line, a distance of 120 feet to the true point or place of beginning, containing 23,500 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 15th day of November, 1935, and ending on the 14th day of November, 1945, unless sooner terminated as hereinabove provided, at the following rentals:

For the first five-year portion of said term, commencing on the 15th day of November, 1935, the sum of two cents (2¢) per square foot per year;

For the second and final five-year portion of said term, the sum of four cents (4¢) 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 purpose of conducting and maintaining thereon the business of storing and dispensing petroleum products. The lessee shall have the right to construct such buildings and/or facilities as may be necessary or convenient for conducting and carrying on the above-named business.

(2) That said lessee shall also have the right to construct, install, maintain and operate a 1000-gallon underground storage tank and pipe lines for the transportation of oil, gasoline and other petroleum products, over and across the following described tidelands:

Over and along a right-of-way three (3) feet in width, being one and one-half (1-1/2) feet on each side of a center line described as follows:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established, distant 1153.49 feet north 50° 50' west from Station 183 on said Bulkhead Line; thence northeast at right angles to said Bulkhead Line, a distance of 5 feet to a point; thence south 50° 50' east parallel to the said Bulkhead Line to a point which is 5 feet northwesterly from the northwesterly lease line of the existing San Diego Consolidated Gas and

Electric Company lease; thence north 40° 36' 43" east parallel to the said northwesterly lease line of the San Diego Consolidated Gas and Electric Company lease, a distance of 125 feet to a point; thence south 50° 50' east parallel to the said U. S. Bulkhead Line, a distance of 5 feet to a point on the said northwesterly lease line of the San Diego Consolidated Gas and Electric Company lease.

Also, over and along a right-of-way, 25 feet in width, being 12-1/2 feet on each side of a center line 35 feet in length which is parallel to and 15 feet northeasterly from the U. S. Bulkhead Line, as the U. S. Bulkhead Line now exists, and extending northwesterly from a line drawn at right angles to the said U. S. Bulkhead Line, distant 1153.49 feet north 50° 50' west from Station 183 on the said U. S. Bulkhead Line.

Said pipe lines and storage tank to be located as shown on the map or plat marked Exhibit "A", and attached hereto and made a part of this lease.

Said permit shall be in effect during the term of this lease, and said lessee shall pay to said City, in addition to the rentals hereinabove provided, the sum of seventy-five dollars ($75.00) per month, payable in advance.

(3) That all plans for buildings, pipe lines, storage tank and improvements to be erected or placed upon the premises hereinabove described shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission. That the construction, operation and maintenance of said pipe lines and storage tank shall be subject to the approval of the Fire Marshal of said City.

(4) 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.

(5) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said lands, and the right to open streets through said premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, and of the dockage of vessels on said premises at such time and in such manner as may be provided in any general plan of harbor improvement adopted by 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 costs and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

In the event lessee's business of storing and dispensing petroleum products on the demised premises is materially interfered with by reason of any such changes or general plan of harbor improvements adopted by The City of San Diego, lessee shall have the right at its election to terminate this lease forthwith and to remove from the premises any structures, buildings, equipment and personal property belonging to it.

(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 lessor may cancel and terminate this lease after first serving on lessee a thirty (30) day notice in writing of its intention so to do. in the event said default is not corrected within said thirty (30) days, 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. Provided, however, that in the event this lease is terminated by lessor in accordance with the provisions in this paragraph, lessee shall have the right to remove from the demised premises any and all buildings and equipment belonging to it, upon payment of all rentals and other charges that may have accrued and be unpaid at the date of such termination.

(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.

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

GENERAL PETROLEUM CORPORATION OF CALIFORNIA
Lessee
By A. H. DeFRIEST, Vice President

(SEAL) ATTEST:
D. M. WOODS, Secretary

I hereby approve the form of the foregoing Lease, this 15th day of November, 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 General Petroleum Company of California; being Document No. 295969.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Gladstrom Deputy

AGREEMENT

WHEREAS, Charles I. Shumaker & Victoria Shumaker (husband and wife) are the owners of The north 75.0 feet of the unnumbered block lying between Blocks 165 and 166 La Playa and west of Rosecrans St. Subdivision La Playa and,

WHEREAS, the provisions of Ordinance No. 775 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 Rosecrans Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a garage 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. 63803 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 17th day of December, 1935, by Charles I. Shumaker & Victoria Shumaker that they will, for and in consideration of the permission granted them to erect a garage building on the above described property to the front property line, bind themselves to, and they hereby by these presents agree 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. 775 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 garage building to the line designated; that they will move said garage 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 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 therein named.

CHARLES I. SHUMAKER, Owner's Name
VICTORIA SHUMAKER, Address

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

On this 17th day of December 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 Charles I. Shumaker and Victoria Shumaker known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

RECORDED DEC 23 1935 18 Min. past 10 A.M. in Book 460 at page 266 of Official Records San Diego Co., Cal. Recorded at Request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

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 Charles I. Shumaker, being Document No. 295746.

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

AGREEMENT

WHEREAS, Robert Harris, and Edrie Harris, husband and wife are the owners of Lots Five (5) and Six(6) Block One Hundred Seventy-six (176) Subdivision Roseville, and,

WHEREAS, the provisions of Ordinance No. 8924 and amendments thereto of the Ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the rear property line; and

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a zone suspension to erect a two-story garage building on the above-mentioned property, close to the rear property line than permitted by said ordinance; and,

WHEREAS, the Council of said City has by Resolution No. 63653 suspended the provisions of said ordinance, with respect to said property and has granted permission to the undersigned to erect said building to the rear property line of said lot five (5) only, on the condition and for and in consideration that the undersigned will maintain said Lot Five (5) free and clear of buildings, or in lieu thereof will move said (upper story only) garage building from said rear property line back to the line established and designated by said ordinance of the City of San Diego.

NOW, THEREFORE, WITNESS THIS AGREEMENT, signed and executed this 24th day of December, 1935, by Robert Harris and Edrie Harris that they will, for and in consideration of the permission granted them to erect a two-story garage building on the above described property to the rear property line, bind themselves to, and they hereby by these presents agree, to move any building (upper story only) erected in pursuance hereof back from the rear property line to the established line designated by the City of San Diego, as shown in Ordinance No. 8924 and amendments on file in the office of the City Clerk of said City, and at such time as they build any structure upon said Lot Five (5) that they will then move said 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 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.

R. E. HARRIS
EDRIE HARRIS, Owner's Name
2154 Plum St., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 24th day of December A.D. Nineteen Hundred and Thirty five, before me, EMMA GERADEHAND, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. E. Harris & Edrie Harris known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

(SEAL)
My Commission Expires
Oct. 28, 1937

RECORDED DEC 30 1935 5 Min. past 3 P.M., in Book 454 at Page 408 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.
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 Set-back agreement with Robert Harris and Edrie Harris; being Document No. 295833.

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

A G R E E M E N T

WHEREAS, La Mesa Realty Co. Inc. is the owner of Lots 1, 2 Block 228 Subdivision Middletown 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 Pacific Highway Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a service sta. 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. 63853 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a service sta. building to 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 service sta. building from said front property line back to the line established and designated by the said City of San Diego. NOW, THEREFORE,

WHEREAS THIS AGREEMENT, signed and executed this 24 day of Dec., 1935, by La Mesa Realty Co. that they will, for and in consideration of the permission granted them to erect a service sta. builing on the above described property to 12.5' from the front property line, bind themselves to, and they hereby by these presents agree, to move any service sta. 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 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 station building to the line designated; that they will move said station 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 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.

LA MESA REALTY COMPANY, INC.
By H. E. WYLLIE, Secy.
4105 Pacific Highway, San Diego, Calif.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 24th day of December A.D. Nineteen Hundred and thirty five, before me, W. Victor Griffiths, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared H. E. Wyllie 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires March 26, 1939

RECORDED JAN 2 1936 35 Min. past 9 A.M., in Book 450 at Page 484 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.
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 Set-back Agreement with La Mesa Realty Co., being Document No. 295866.

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

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY E. P. WATSON, JR., UNDER HIS CONTRACT FOR THE BREAKING UP OF BOULDERS AND REMOVAL OF MATERIALS FROM EL CAPITAN SPILLWAY, WHICH SAID CONTRACT IS DATED DECEMBER 13, 1935, AND IS ON FILE WITH THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 295696.

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 E. P. WATSON, JR., under his contract for breaking up boulders and removal of materials from El Capitan Spillway, was completed to the satisfaction of the Engineer on the 8th day of January, 1936.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego, on January 14, 1936 by resolution duly and regularly passed and adopted, officially accepted the work performed by E. P. Watson, Jr., in the breaking up of boulders and removal of materials from El Capitan Spillway. 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 15th day of January, 1936.

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

RESOLUTION NO. 63892

WHEREAS, it appears by the recommendation of the City Manager that the contract authorized by Resolution No. 63796, dated December 10, 1935, between the City of San Diego and E. P. Watson, Jr. for breaking up boulders and removal of material from El Capitan Dam Spillway has been satisfactorily completed and performed; NOW, THEREFORE,

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

That said contract is hereby declared to be completed and that said work performed under said contract is hereby approved and accepted.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 63892, as adopted by the Council of The City of San Diego on January 14, 1936.

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

RECORDED Jan 15 1936 32 Min. past 12 P.M., in Book 473 at Page 28, of Official Records, San Diego Co., Cal. Recorded at request of Owner.

O. M. SWOPE, County Recorder
By R. N. HOWE, Deputy

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 Notice of Completion of Worked performed by E. P. Watson, Jr., on El Capitan Dam Spillway. being Document No. 296036.

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

PROJECT AGREEMENT

Project Statement No._____
Date_____ 193__

DIRECTOR OF PUBLIC WORKS
SACRAMENTO, CALIFORNIA

(TO BE TRANSMITTED THROUGH DISTRICT ENGINEER)
E. E. Wallace - Address P.O. Box 1458

The City of____, a municipality, pursuant to Sections 194 and 195 of the Streets and Highways Code, providing for the allocation and expenditure from the State Highway Fund of an amount equal to the net proceeds of one-quarter cent per gallon tax on motor vehicle fuel upon STREETS OF MAJOR IMPORTANCE within municipalities, other than State highways, does hereby submit this project statement as its budget proposals for the estimated expenditure recommended to be made during the ensuing fiscal year under said provisions.

1. Does the city wish to authorize accumulation of funds accruing for expenditure at a later date? No.

2. Program of Improvement.
(Describe proposed improvement briefly, method of program development, and explain proposed method of financing improvement.) (Insert additional sheets as needed.)

The $50,000.00 first accruing during the current fiscal year is to be added to other funds available for grading and paving of El Cajon Avenue between Texas and Euclid Streets. The funds accruing during the balance of the current fiscal year, about $25,000.00, are to be applied to the grading and paving of Main Street between 32nd and Division Streets. The State is to be requested to advance the remaining $100,000.00 for the Main St. improvement during the spring of 1936, this being anticipated revenue for the 88th fiscal year.

A. Description of Street or Road Proposed for Improvement.

Local Name of Road or Street El Cajon Boulevard
Beginning and End of Proposed Work Texas Street to Euclid Street
Length in miles - Gross 2.74 Net 2.74
Present width of right of way between lines 150' - 120' - 100'
Present width between curb lines 110' - 75' - 70'
Present surfacing: Width 110' - 75' - 70'
Type Asphaltic Concrete Condition Surface fair but rough
Present improvements: Curbs Concrete Gutters Asphaltic concrete Sidewalks Concrete
Electroliers Yes
Public utility occupancy San Diego City Water, San Diego City Storm, Sewer
San Diego Consolidated Gas Co. (crossings), San Diego Consolidated Gas
Electric Co. (power) Southern California Telephone Company (crossings)
Traffic restrictions: Parking - Parallel Parallel Diagonal Speed limit 20 and 25 miles per hour
Railroad crossings None
Major drainage structures None

Obstructions and points of congestion___

B. Proposed Work on Above Street or Road:

SURVEYS AND PLANS

Length and Limits Texas Street to Euclid Street
Specific Proposal Construction
Estimated Cost $250,000.00
Work to be done by State

RIGHT OF WAY

Width to be acquired None Limits____
Preliminary estimate of cost:
Land acquisition . . . . . $_____
Removal of improvements . . . _____
Other expense . . . . . _____
TOTAL . . . . . $_____
To be acquired by_____

CONSTRUCTION

General description of proposed construction New pavement and resurfacing
Length and limits Texas to Euclid Streets
Proposed grading, width None
Proposed paving, width Full width (50' new and remaining resurface)
Proposed type of paving P.C.C. and A.C.
Proposed bridges None
Estimated construction cost $250,000.00
Engineering and inspection cost $15,000.00
Work to be done under supervision of State

3. MAINTENANCE

Street El Cajon Blvd. Length and limits Texas St. to Euclid St. 2.74 mi.
Character of maintenance General
Estimated cost $2600.00 per year
Work to be done by City - City funds

4. Amount of funds available for El Cajon Boulevard

	Surveys and plans	Right of Way	Maintenance	Construction
1/4 cent for city streets				$50,000
City funds			$2600	
County contribution				
1/4¢ S.H.F.				107,290
State Funds	$2700			94.00
TOTAL	$2700		$2600	$251,290

A. Description of Street or Road Proposed for Improvement.

Local Name of Road or Street Main Street
Beginning and End of Proposed Work 32nd Street to Division Street
Length in miles--Gross 1.2 miles Net___
Present width of right of way between property lines 80 feet
Present width between curb lines Variable to 56 feet
Present surfacing: Width 36 feet
Type 36' x 5" PCC base with 36' x 3" AC surface
Condition Fair
Present improvements: Curbs None Gutters None Sidewalks None Electroliers
Public utility occupancy San Diego City Water, S.D. Consolidated Gas & Electric Co. (power), Southern California Telephone Co.
Traffic restrictions: Parking--Parallel Parallel Diagonal___ Speed limit 25 and 45 miles per hour
Railroad crossings None
Major drainage structures One bridge 60' long with 29' roadway and two 5' sidewalks
Obstructions and points of congestion Should be four lane pavement to accomodate traffic

B. Proposed Work on Above Street or Road:

SURVEYS AND PLANS

Length and Limits_____
Specific Proposal Construction
Estimated Cost $125,000 - including bridge
Work to be done by State

RIGHT OF WAY

Width to be acquired None Limits_____
Preliminary estimate of cost:
Land acquisition . . . . . $_____
Removal of improvements . . . . . _____
Other expense . . . . . _____
TOTAL . . . . . $_____
To be acquired by_____

CONSTRUCTION

General description of proposed construction Widen and resurface present pavement to 40 feet, 8' oiled earth shoulders
Length and limits Division St. to 32nd St. - 1.2 miles
Proposed grading, width 56' roadbed with 2-12' earth sidewalks
Proposed paving, width 40' with 8' oiled shoulders
Proposed type of paving PCC base with AC surface & resurface
Proposed bridges One RC bridge 90' long, 56' roadway, two 5' sidewalks
Estimated construction cost $125,000 (including engineering)
Engineering and inspection cost $8000
Work to be done under supervision of State

3. MAINTENANCE

Street Main Street. Length and limits 32nd St. and Division St.
Character of maintenance General
Estimated cost $1500 per year
Work to be done by City - City funds

4. Amount of funds available for: Main Street

	Surveys and Plans	Right of Way	Maintenance	Construction
1/4 cent for city streets . . .	$2000			$123,000
City funds	1000		$1500	
County contribution				
_____				
_____				
TOTAL	$3000		$1500	$123,000

(UNEXECUTED COPY)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Project Agreement for El Cajon Ave. & Main St., being Document No. 296075 - UNEXECUTED COPY.

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

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this lst day of January, 1936, 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 January 1, 1936, 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 ninety dollars ($90.00) 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: ninety dollars ($90.00) 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.

THE CITY OF SAN DIEGO
R. W. FLACK, City Manager
WILLIAM E. PATE, Second Party

Approved
J. G. MORLEY, PARK DIRECTOR

I hereby approve the form of the foregoing contract, this 1 day of January, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Asst.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Employment of William E. Pate, as Curator of Archaeology; being Document No. 296224

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

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this lst day of January, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWARD L. HARDY, 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 Director 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:

Administration and direction of the Museum in its functions of research, exhibition, education and custodianship, including direction and supervision of the work of the staff of the Museum and of employees, and the direction and management of expenditures in accordance with the By-laws of the San Diego Museum Association and the rules and regulations of the City of San Diego.

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the parties hereto agree together as follows:

That beginning January 1, 1936, second party will faithfully perform the services and duties of the Director of the San Diego Museum, as the same are hereinabove described, at the rate of three hundred dollars ($300.00) 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: three hundred ($300.00) 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.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
EDWARD L. HARDY, Second Party

APPROVED
J. G. MORLEY, Park Director

I hereby approve the form of the foregoing contract, this 1 day of January, 1936.
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 for employment of Edward L. Hardy, as Director of the San Diego Museum; being Document No. 296226.

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

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of January, 1936, 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 January 1, 1936, 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 and seven dollars and fifty cents ($207.50) 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 and seven dollars and fifty cents ($207.50) 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.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
MALCOLM J. ROGERS, Second Party

APPROVED
J. G. MORLEY, Park Director

I hereby approve the form of the foregoing contract, this 1 day of January, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Asst.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment between City of San Diego and Malcolm J. Rogers, as Curator of Anthropology of the San Diego Museum; being Document No. 296225.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Augusta M. Gradstrom Deputy.

PERMIT OF OCCUPANCY

THIS AGREEMENT, made and entered into in duplicate in the City of San Diego, County of San Diego, State of California this 21st day of January, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, by and through its Park Director, party of the first part, and FRED P. THOM and CARL E. STROMBECK, parties of the second part, WITNESSETH:

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

That the party of the first part hereby agrees to permit the parties of the second part to occupy and operate, and the parties of the second part hereby agree to occupy and operate, ~~and the parties of the second part hereby agree to occupy and operate~~, that certain building known as "Torrey Pines Lodge", together with the exclusive concessions within a radius thereof of one-half (1/2) mile, upon lands under the control of the Park Director of said City, for the operation of a restaurant, for the sale of lunches, soft drinks, refreshments, curios and other articles of merchandise, except that no intoxicating liquor shall be sold or served on said premises, as the first party may consider consistent with the purposes of the lodge building at Torrey Pines Park in the City of San Diego, for the period commencing with the execution of this agreement and terminating with the 30th day of June, 1937, unless this permit of occupancy shall be sooner terminated by reason of some default on the part of the parties of the second part.

The parties of the second part agree to make all necessary changes in said buildings at their own expense, and to make no change until same is approved by the party of the first part.

Said second parties further agree to install, at their own expense, if necessary, all connections and equipment for supplying gas or electricity for cooking and/or heating, and to pay all charges for both gas and electricity supplied to said Torrey Pines Lodge. Said supply of gas and electricity is to be metered and charged to, and in the name of, the parties of the second part, and The City of San Diego is to be held free and clear of any responsibility for said gas or electric bills.

The parties of the second part further agree to furnish, install and keep in good repair, such equipment as may be necessary for the proper operation of said concession including all furniture and furnishings in the living apartments, all of which are to be in harmony and in keeping with said Lodge and its objects and purposes, and subject to the approval of said first party.

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

It is agreed by the parties hereto that said second parties agree to keep true and correct books of accounts of the gross receipts from the sale of meals, lunches, soft drinks, refreshments, curios and all other merchandise and commodities permitted to be sold under this agreement, and that the party of the first part may, by its authorized agent, have access at all times to said books of said second party, for the purpose of inspection.

Said parties of the second part agree to act as caretakers of said premises, report immediately any fires in the Torrey Pines Park, and to assist in every way possible in the preservation of said park. It is further agreed by the parties hereto that said second parties shall not be required to pay rent during the terms of this permit; but at the termination of said permit, a renewal hereof for the period of one year may be granted upon such terms of rent and upon such other conditions as may be then agreed upon by and between the parties hereto.

The parties of the second part agree to maintain the premises at all times in a clean, neat and sanitary condition, and the premises shall be open for inspection to the party of the first part at any time upon demand, and shall be kept in a condition of cleanliness satisfactory to it.

Said parties of the second part shall keep said premises free from all immorality and immoral characters, and loafing, and shall operate said Lodge in conformity to and with all the laws, rules and regulations now in force, whether federal, state or municipal, appertaining thereto; and in accordance with the rules and regulations of the first party now in force or which may hereafter be formulated; and to maintain said Torrey Pines Lodge and the grounds adjacent thereto in a first class manner, to the end that said Torrey Pines Lodge shall be regarded as the most beautiful and best conducted place of entertainment on the coast.

Said parties of the second part, at their own expense, shall keep the premises herein permitted to be occupied and every part thereof in good order and repair, and the party of the first part shall not be called upon or required to make any repairs, alterations or additions whatsoever.

Parties of the second part shall surrender said premises and the whole thereof to party of the first part at the expiration of this lease, or at such time as they may vacate the same, in as good order and condition as the same are now in, ordinary wear and tear thereof and damage by the elements excepted.

It is hereby covenanted and agreed that parties of the second part may have the use of the equipment listed on the inventory attached hereto and marked "Exhibit A", and that they will at the end of the term hereof, or upon the sooner termination, return the same in as good condition as received, other than occasioned by ordinary use thereof; and that they will, at their own expense, make any replacements thereof when lost, broken or destroyed.

Said parties of the second part agree to permit no gambling whatsoever on said premises, or any noisy, boisterous, or unseemly conduct thereon; but to maintain and operate said Lodge in a clean, wholesome and proper manner.

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

It is mutually understood and agreed by and between the parties hereto that the various rights and remedies herein contained and reserved to the party of the first part shall not be considered as exclusive of any 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 party of the first part to exercise any right or power arising from any omission, neglect or default of the parties of the second part shall impair any such right or power, or shall be construed or held to be a waiver of any other breach or acquiescence in, or consent to, any further or succeeding breach of the same covenant.

It is further understood and agreed by the parties hereto that the parties of the second part will use and occupy said premises 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 premit of occupancy 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 parties of the second part by reason of this agreement and/or permission herein granted as aforesaid.

IN WITNESS WHEREOF, this permit of occupancy is executed by The City of San Diego, acting by and through its Park Direftor, and the said parties of the second part have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By JOHN G. MORLEY, Park Director
Party of the First Part

FRED P. THOM
CARL E. STROMBECK
Parties of the Second Part

I hereby approve the foregoing Permit of Occupancy, this 25th day of January, 1936

R. W. FLACK, City Manager

I hereby approve the form of the foregoing Permit of Occupancy, this 25th day of January, 1936.

C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy

EXHIBIT "A"
INVENTORY OF TORREY PINES LODGE
January 13, 1936

GLASSES		
Water, Green	14	Good
Clear	21 P	"
Brown	45	"
Iced Tea, Straight	17	"
Turned	5	"
Cocktail, Green, heavy	23	"
Green, Thin	6	"
Pickle Dishes, glass	19	"
Finger Bowls, glass	17	Fair
PLATES, GLASS, Green		
9½"	2	Good
8½"	18	"
6" (3 yellow)	20	"
Saucers	19	"
PLATES, CHINA		
Dinner	67	"
Desert	70	"
B & B	44	"
CUPS		
Coffee, China	79	"
Demi Tasse	8	Fair
SAUCERS		
China	66	Good
Demi Tasse	12	Fair
Sauce Dishes	72	Good
Cruets, glass	3	"
TEA POTS		
Round	19	"
Tall	3	"
With Handle	6	"
Soup Bowls	57	"
MEXICAN BOWLS		
6"	8	"
5"	5	"
SUGAR BOWLS		
Lids	13	Fair
No lids	9	"
PLATTERS		
12"	4	Good
9"	6	"
INDVIDUAL CREAMERS		
Brown	29	"
White	35	"

Individual syrup	22	Good
SILVER, FOR USE		
Knives, table	51	"
Steak	24	"
Forks, table	85	"
Cocktail	13	"
Spoons, Tea	122	"
Soup	48	"
Sherbert	9	"
Soda	12	"
Demi Tasse	6	"
Iced Tea	17	"
Butter knives	5	"
Sugar spoon	1	"
Serving Fork	1	"
SILVER, SURPLUS FOR STORAGE		
Knives, table	58	"
Forks, table	158	"
Spoons, Tea	47	"
Soup	31	"
Salt & Peppers, Individual	34	"
KITCHEN UTENSILS		
Jello Molds	11	Poor
Biscuit cutters	3	"
Pancake Turner	1	"
Meat Saw	1	"
Potato Mashers	2	"
Ice Cream dippers	2	"
Wire whip	1	"
Ladles	5	"
Dover Egg Beater	1	"
Spatula	1	"
Knife steel	1	Good
Knives, large	4	Poor
KETTLES, ALUMINUM		
14"	3	Fair
13"	1	"
11"	1	"
French fryer, 12"	3	"
Frying pans, 12"	3	"
BAKING PANS		
12 x 17	1	"
13 x 17	1	"
Double boiler	1½	"
COFFEE POTS		
Percolator, 8"	1	"
6"	1	"
Drip, 6"	1	"
Lemon Squeezer, glass	1	Good
Teakettle, 6 qt. aluminum	1	"
Pencil sharpener, Chicago	1	Fair
Automatic water heater, Evert Type AD, Serial #1702, 220 Volts, 25 Amps, Safety Switch, Diamond E, Catalog FC2	1	Good
Switch for stove & griddle, Cat. #40322, Type C, Trumball Elect. Co.	1	"
Oil Stove, 2 burner	1	Fair
Steam Table, 2 x 8, Ingle	1	"
Granite kettles		
11"	5	"
9"	3	"
5"	3	"
Granite Pans		
10 x 16	5	"
12 x 20	1	"
Lids for kettles	10	"
Lids for pans	2	"
Oil burner	1	"
Sink, 20 x 36 x 14, trap	1	Good
Faucets	2	"
Stock pot	1	Poor
SERVICE TRAYS		
Aluminum	5	Fair
Wicker	5	"
Dish wash rack, zinc, Ingle, trap	1	Good
Chicago fire extinguisher	1	Poor
Steel Chair	1	Good
Table, 3 x 7	1	Good
GARBAGE CANS		
Large, G.I.	2	Fair
Small, G.I., picnic area	1	"
Mop wringer	1	"
Baker Ice Machine, complete, 6 ice cans, in running order	1	"
HOSE		
Black, 3/4", 50' length	1	"
Green, " "	2	"
Double laundry trays, 26x48, connected	1	"
Bath Tub, zinc	1	"

Drinking fountains		2	Good
L.H.R.P. Shovels		3	Poor
Fuel Tank, G.I.,		1	Fair
TABLES, DINING			
3 x 3, home made		23	Good
14 x 28, home made		6	"
24 x 36, " "		6	"
Bus, folding		3	"
CHAIRS, DINING			
Wicker		31	Fair
Hide seats, home made		40	"
High		1	"
Hickory rocker		1	"
Log stools		3	"
Hat trees, home made		4	"
SHOW CASES			
Built in, 20" deep, 32'		1	Good
60" glass		1	"
108" glass		1	"
36" glass		1	"
Nat. Cash Register, #1463520, #336		1	Fair
1" Star Knife holder, 20" Wrapping Paper		1	"
Gum dispenser		1	"
Fire extinguisher, "Badger"		1	"
Shelving, 120 lin. ft.			Good
DRAPERIES			
Short, pairs		11	Fair
Long, 72", pairs		2	"
BED SPRINGS			
Single, iron	Out P.	1	Poor
3/4 wood	Out P.	1	"
Mattress, very cheap	Out P.	1	"
Bookcase & cabinet, home made		1	Good
Davenport, home made		1	Poor
MENS TOILET			
Urinal, wall		1	Good
Wash basin		1	"
Toilets, low tank		2	"
Towel dispenser		1	Fair
Toilet paper dispenser		2	"
LAIDES TOILET			
Toilets, low tank		4	Good
Wash basin		1	"
Towel dispenser		1	Fair
Toilet paper dispenser		4	"
San Nap Dispenser		1	"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit of Occupancy from Park Director to Fred P. Thom and Carl E. Strombeck, for Torrey Pines Lodge; being Document No. 296160.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Strandstrom 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 SEVEN HUNDRED SEVENTY-TWO DOLLARS ($772.00), 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 January, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 22nd day of January, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

Three (3) Chevrolet 1-1/2 ton dump trucks

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 K. W. STOTT, Sec'y-Treas.
R. B. CAMPBELL, V. Pres.

(SEAL)

GLOBE INDEMNITY COMPANY, Surety
By L. DOSTER
By E. K. JAMES, Attorneys-in-fact

(SEAL)

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 22nd day of January in the year one thousand nine hundred and Thirty-six, 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 with-

instrument
in/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) R. L. PAINE

My Commission Expires 1-12-38 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 January, 1936.

C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy City Attorney

I hereby approve the foregoing bond this 25th day of January, 1936.

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 22nd day of January, 1936, by and between 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 the 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:

Three Chevrolet 1-1/2 ton dump trucks with closed cabs, six cylinder, 131" wheelbase, transmission four speeds forward, tires 32x6-10 ply, dual rear 6" rims, equipped with Woods 1-1/2 cubic yard No. C-10 body and No. D-6 hydraulic hoist, of current model and manufactured subsequent to December 1, 1935. Except as noted above, trucks to be equipped with standard factory equipment, tires of make generally classified as a first-line major tire company tire; and cabs and windshields to be equipped with safety glass.

Said contractor agrees to furnish and deliver said equipment 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 equipment hereinabove described at and for the price of Three Thousand Eighty-five and 62/100 Dollars ($3,085.62).

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 Eighty-five and 62/100 Dollars ($3,085.62), 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 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 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. 63893 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
By K. W. STOTT, Sec'y-Treas. (SEAL)

I hereby approve the form of the foregoing contract this 25th day of January, 1936.

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 Campbell Chevrolet Company, being Document No. 296161.

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, CITY CHEVROLET COMPANY, 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

ONE THOUSAND TWENTY-NINE DOLLARS ($1,029.00), 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 21st day of January, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 23rd day of January, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

Two (2) Chevrolet 1-1/2 ton dump trucks

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, Principal
By WM. A. MORGAN, President

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 21st day of January in the year One Thousand Nine Hundred and thirty-six 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 foregoing bond this 25th day of January, 1936.

C. L. BYERS, City Attorney
By HARRY S. CLARK, Deputy City Attorney

I hereby approve the foregoing bond this 25th day of January, 1936.

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 23d day of January, 1936, by and between 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 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:

Two (2) Chevrolet 1-1/2 ton dump trucks with closed cabs, six cylinder, 131" wheelbase, transmission four speeds forward, tires 32x6-10 ply, dual rear 6" rims, equipped with Woods 1-1/2 cubic yard No. C-10 body and No. D-6 hydraulic hoist, of current model and manufactured subsequent to December 1, 1935. Except as noted above, trucks to be equipped with standard factory equipment, tires of make generally classified as a first-line major tire company tire; and cabs and windshields to be equipped with safety glass.

Said contractor agrees to furnish and deliver said equipment 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 equipment hereinabove described at and for the price of Two Thousand Fifty-seven and 08/100 Dollars ($2,057.08).

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 Two Thousand Fifty-seven and 08/100 Dollars ($2,057.08), 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 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 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. 63894 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 COMPANY
By WM. A. MORGAN, Pres.

I hereby approve the form of the foregoing contract this 25th day of January, 1936.
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 City Chevrolet Co., being Document No. 296162.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Nadstrom 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 SIXTY-FIVE DOLLARS ($65.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of January, 1936.

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, 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: By W. F. RABER,
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 27th day of January, in the year nineteen hundred thirty-six, 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 28th day of January, 1936.
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. 63798 passed and adopted on the 17th day of December, 1935, require and fix the sum of $65.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
LA PLAYA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 28th day of January, 1936, 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 current for the lighting of the ornamental 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, 1935, to-wit, to and including November 24, 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 La Playa Lighting District No. 1", filed September 19, 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 Fifty-nine and 20/100 Dollars ($259.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La 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 Fifty-nine and 20/100 Dollars ($259.20) shall be paid out of any other fund than said special fund designated as "La Playa Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Hundred Fifty-nine and 20/100 Dollars ($259.20).

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

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

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

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.

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

I hereby approve the form of the foregoing Contract, this 28th day of January, 1936.
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 La Playa Lighting District No. 1; being Document No. 296219.

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

UNDERTAKING FOR STREET LIGHTING
PACIFIC HIGHWAY 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 NINE HUNDRED THIRTY-NINE DOLLARS ($939.00), 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 January, 1936.

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 PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue; and SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway, 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 27th day of January, in the year nineteen hundred thirty-six, 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 28th day of January, 1936.

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. 63799 passed and adopted on the 17th day of December, 1935, require and fix the sum of $939.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
PACIFIC HIGHWAY LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 28th day of January, 1936, 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:

PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue;

SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway.

Such furnishing of electric current shall be for a period of one year from and including November 5, 1935, to-wit, to and including November 4, 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 Pacific Highway Lighting District No. 1", filed August 19, 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 Three Thousand Seven Hundred Fifty-five and 58/100 Dollars ($3,755.58) 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 "Pacific Highway 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 Three Thousand Seven Hundred Fifty-five and 58/100 Dollars ($3,755.58), shall be paid out of any other fund than said special fund designated as "Pacific Highway Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Three Thousand Seven Hundred Fifty-five and 58/100 Dollars ($3,755.58).

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 PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 28th day of January, 1936.
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 Pacific Highway Lighting District No. 1; being Document No. 296220.

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

UNDERTAKING FOR STREET LIGHTING
LOGAN AVENUE LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND CASUALTY 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 ONE DOLLARS ($101.00), 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 January, 1936.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; 26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

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

On this 27th day of January, in the year nineteen hundred thirty-six, 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 28th day of January, 1936.
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. 63797, passed and adopted on the 17th day of December, 1935, require and fix the sum of $101.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
(SEAL) City Clerk of The City of San Diego.
By AUGUST M. WADSTROM, Deputy.

CONTRACT FOR STREET LIGHTING

THIS AGREEMENT, made and entered into this 28th day of January, 1936, 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, 1935, to-wit, to and including November 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 Logan Avenue Lighting District No. 1", filed August 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 Four Hundred One Dollars and 40/100 Dollars ($401.40) 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 "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 One and 40/100 Dollars ($401.40) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Four Hundred One and 40/100 Dollars.

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, 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 P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 28th day of January, 1936.
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 Logan Avenue Lighting District No. 1; being Document No. 296221.

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

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 203 of the Streets and Highways Code, the Department shall expend or cause to be expended from the State highway fund, an amount not less than the net revenue derived from one-quarter cent per gallon tax on motor vehicle fuel, on State highways within cities, in the proportion that the total population of each city bears to the total population of all cities in this state;

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 Department do hereby mutually agree as follows:

ARTICLE I. WORK EMBRACED BY AGREEMENT

The work covered by this agreement includes maintenance and construction, more specifically described as follows:

Project No.	Location	Miles	Description	1/4 Cent for State Highways	State Highway Fund
11	State highways as described below:				
(a)	Route 2, Jct. Market St. and Pacific Blvd. to south city limits	3.64	General Maintenance by City (2 years)		
(b)	Route 12	13.07	"	(City funds)	
	Route 77	0.25	"		
	Route 200	5.7	"		
(b)	Route 2, north city limits to Jct. Pacific Highway, and Market Street	18.59	General Maintenance by Department (2 years)	$25,000	
12	Pacific Highway, Route 2, north city limits to Market St. Park Blvd., "A" St. to Robinson St; El Cajon Ave., Park Blvd. to east city limits; Rosecrans St., Lytton St. via Canon St. and Catalina Blvd. to U.S. Military Res., Route 12	18.59	Paint traffic stripes (2 years)	6,180	
		15.2	Paint traffic stripes (2 years)	5,820	
13	El Cajon Blvd., Route 12, Texas St. to Euclid St.	2.60	Install drainage system: (a) Surveys and Plans		$2,700
			(b) Construction	50,000	
14	El Cajon Ave., Route 12, College Way to north city limits	1.60	Apply seal coat	4,000	
15	Canon Street and Catalina Blvd. Route 12, Akron St., to U.S. Military Res.	1.90	Apply seal coat	1,500	
16	El Cajon Ave., Route 12, Texas Street to Euclid Street	2.60	Paving	107,290	94,000
			Total	$199,790	$96,700

The streets comprising the State highway routes within the City to be maintained until June 30, 1937, are described as follows:

Route 2. From the northerly city limits along the Rose Canyon Road and Pacific Highway (Atlantic Street) to the junction with Market Street, a length of approximately 18.59 miles, to be maintained by the Department.

From the intersection of Market Street and Pacific Highway (Atlantic Street), along Market Street to 12th Street, along 12th Street from Market Street to National Avenue, along National Avenue from 12th Street to Sigsbee Street, along Sigsbee Street from National Avenue to Main Street, and along Main Street from Sigsbee Street to the southerly city limits, a length of approximately 3.64 miles, to be maintained by the City.

Route 12. Beginning at junction of Pacific Highway (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 and 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. Fairmount 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 Pacific Highway, 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.

The construction hereinabove provided for in Project 13 is proposed as a State Relief Administration project, the cost of labor to be defrayed from State Relief Administration funds, and the purchase of materials and rental of equipment to be financed from funds provided by this agreement.

ARTICLE II. MAINTENANCE

The streets comprising the state highway routes within the city limits, as described in Project 11 (a) of Article I hereof, will be maintained by or under the direct supervision of the Street Department 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 and the City hereby agrees that it will furnish sufficient money from city funds for said purpose. Said maintenance work shall be satisfactory to the Department and shall be subject at all times to inspection and approval by the authorized representatives of the Department.

Should the Department 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, the Department may enter upon said State highway route and maintenance 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.

Annually, within sixty days after the close of the fiscal year ending June 30th, the City will file with the Department a statement of expenditures made during the preceding year on each State highway route as described in Project 11(a) hereof.

The streets comprising the State highway routes within the city limits, as described in Project 11(b) of Article I hereof, will be maintained by or under the Direct supervision of the Department.

Any equipment furnished by the Department for Project 11(b) will be charged for at the rental rates established by the Department.

Work on Project 11(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.

Annually, within sixty days after the close of the fiscal year ending June 30th, the Department will file with the City a statement of expenditures made during the preceding year on each State highway route as described in Project 11(b) hereof.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work hereinabove designated under Project 13(a). The Department will defray the cost of preliminary surveys and plans from funds to be provided by the Department in addition to the 1/4 cent funds for State highways as hereinabove provided.

ARTICLE IV. CONSTRUCTION

The City will construct, or cause to be constructed under its direct supervision, the improvements designated as Project 13(b) of Article I, in accordance with the plans, specifications, and estimates therefor. Said work shall be done to the satisfaction of the Department and shall be subject at all times to inspection and approval by the authorized representatives of the Department.

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 Department. No changes will be made in the plans and specifications without the prior approval of the Department.

When the work on Project 13(b) shall have been completed, the City will prepare and submit to the Department within sixty days, a detailed estimate of cost and expenditures therefor.

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 12, 14, 15 and 16 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 Department.

Any equipment furnished by the Department for Projects 12, 14, 15 and 16 will be charged for at the rental rates established by the Department.

The work on Projects 12, 14, 15 and 16 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 of San Diego and the State of California.

When the work on Projects 12, 14, 15 and 16 shall have been completed, the Department will prepare and submit to the City within sixty days, a detailed estimate of cost and expenditures therefor.

ARTICLE V. FUNDS

Funds to defray the cost of the work as described in Article I hereof are available from the 1/4 cent gas tax allocation for State highways within cities for the period July 1, 1935, to June 30, 1937, estimated in the amount of $199,790.00; from funds budgeted by the California Highway Commission from the State highway fund in the amount of $96,700.00; and from funds to be furnished by the City.

Sufficient money to provide for the adequate maintenance of the State highway routes within the City during the current biennium ending June 30, 1937, as described in Project 11(a) Article I, hereof, will be furnished by the City from City funds.

The Department will pay the cost of Projects 11(b), 12, 13(a), 14, 15 and 16, from the funds provided by the State as above set forth.

The Department hereby delegates to the City the expenditure of the funds hereinabove provided to defray the cost of Project 13(b).

As the work progresses on Project 13(b) the Director of Public Works will forward warrants to the 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 Department on account of Projects 11(b), 12, 14, 15 and 16, are fully discharged; provided that payment in advance of actual apportionment of gas tax revenue by the State Controller shall not exceed the amount estimated to accrue for expenditure within the City during the biennium ending June 30, 1937, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

ARTICLE VI. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the City such administrative powers, jurisdiction, and authority as are vested by law in the Department to regulate and control the streets constituting the designated State highway routes within the City, except that:

1. The Department reserves the right to install "Stop" signs; semaphores; other traffic control signalling devices; route number signs; mileage, directional, warning, information or mandatory signs, as it may deem desirable, the cost of such installation, maintenance, and operation to be defrayed from the 1/4 cent allocated for expenditure upon State highways within the City.

2. No "Stop" sign, semaphore, traffic control signalling device, or other traffic sign as enumerated in paragraph 1 above shall be erected or maintained without the approval of the Department.

3. The approval of the department shall be secured before any permit is issued for the gross weight of any vehicle and load to exceed the legal load limit on any State highway within the city. This shall not be construed to prohibit the crossing of any State highway if such crossing is part of a move on other city streets.

4. All permits issued by the City shall contain the provisions required by Article 2, Chapter 3, of Division I of the streets and highways code.

5. All blanket service connection permits under the provisions of Section 679 of the streets and highways code shall be submitted to the Department for approval before being issued.

6. The approval of the Department shall be secured before any encroachment on the surface or, other than in the case of blanket service connections covered by paragraph 5 above, any cuts, excavations, or openings, are permitted.

7. No signs shall be permitted to be installed within, or project over the roadway portion beyond, the established curb lines of any State highway.

8. No sign of any kind, except warning signs at railroad crossings, shall be permitted to be suspended over any State highway. An existing sign suspended over the State highway may be permitted to remain in place until in need of repairs or replacement, or until in the opinion of the Department it consittutes a hazard to traffic, at which time it shall be removed, and any permit that was issued for its installation shall be cancelled.

9. No permit shall be issued by the City which is not revocable.

It is understood and agreed that the City is solely responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under, or in connection with, any work, authority or jurisdiction delegated under this agreement, and it is further agreed that the City will defend, indemnify and save harmless the State of California, the

Director of Public Works, and all officers and employees of the State of California from any and all loss or liability resulting from any claims made against them, or any of them, by reason of, or in connection with, any such delegated work, authority or jurisdiction.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 26th day of November, 1935, and the Department on the 16th day of December, 1935.

CITY OF SAN DIEGO
By R. W. FLACK, City Manager

(SEAL)
APPROVED:
G. H. McCLEARY
Assistant State Highway Engr.
Approved:
C. C. CARLETON, Chief Attorney
Approval Recommended:
L. V. CAMPBELL
Engineer of City and Cooperative Projects.

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
EARL LEE KELLY, Director of Public Works

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement with the State of California Department of Public Works, re expenditure of 1/4 Cent Gasoline Tax Fund in the City of San Diego; being Document No. 296273.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 28 day of January, 1936, 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 OLIVER 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:

> Those portions of Pueblo Lots 1322, 1323, 1326 and 1327 lying between the Sorrento Road and Pacific Highway (excepting the portion of Pueblo Lot 1326 dedicated for public park purposes), according to 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 said San Diego County; subject to all easements, encumbrances and liens of every kind, nature and description whatsoever existing against or in respect to said land;

for the term of three (3) years, commencing on the 5th day of January, 1936, and ending on the 4th day of January, 1939, at a rental of Two Hundred Fifty Dollars ($250.00) per year, payable semi-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 stock grazing purposes, and for no other purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 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;

(3) 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.

(4) 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.

(5) 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.

(6) 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.

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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. 63926 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
OLIVER SEXSON, Lessee

I hereby approve the form of the foregoing Lease this 24th day of January, 1936.
C. L. BYERS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Oliver Sexson, being Document No. 296306.

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

A G R E E M E N T

WHEREAS, Geo. R. Daley is the owner of Lots 10, 11 Block 256 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 Pacific Highway Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a service sta. 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. 63979 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a service sta. 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 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 February, 1936, by Geo. R. Daley that he will, for and in consideration of the permission granted him to erect a building 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 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 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.

GEO. R. DALY, Owner's Name
4430 Boundary St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 1st day of Feb., A.D. Nineteen Hundred and Thirty six, before me, C. D. Moore a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. R. Daley, known to me to be the person described in and 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 above written.

(SEAL)

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

RECORDED FEB 7 1936 25 Min. past 10 A.M., in Book 474 at Page 151 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.
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 Set-back Agreement with Geo. R. Daly, being Document No. 296309.

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

SUPERSEDING GRANT AGREEMENT BETWEEN 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 Grant Agreement (herein called the "Agreement") the United States of America (herein called the "Government") will, by grant, aid The City of San Diego, (California), (herein called the "Grantee") in financing a project (herein called the "Project") consisting of the installation of a pipe line from El Capitan Dam to the existing water distribution system, all pursuant to the Grantee'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 of Grant. The Government will make and the Grantee will accept 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. In no event shall the Grant be in excess of $129,000. 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.

3. Grant Requisitions. From time to time after the execution of this Agreement, the Grantee may file a requisition with the Government requesting the Government 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").

4. Grant Payment. 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 Grantee at such place or places as the Administrator may designate, against delivery by the Grantee 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.

5. Grant Advances. At any time after the execution of this Agreement the Government may, upon request of the Grantee, if in the judgment of the Administrator the circumstances so warrant, make advances to the Grantee 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.

6. Deposit of Grant; Construction Accounts. The Grantee shall deposit the Grant promptlyupon receipt thereof, and all funds which will be required in addition to the Grant to complete the Project, 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.

7. Disbursement of Monies in Construction Accounts. The Grantee 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 shall be used to meet obligations (including bonds or other indebtedness) incurred in connection with the construction of the Project. When there are no longer any such obligations outstanding the Grantee may use such monies for any other purpose.

8. Other Financial Aid from the Government. If the Grantee shall receive any funds directly or indirectly from the Government or any agency or instrumentality thereof, other than the Grant, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced.

9. Construction of Project. As soon as practicable after the execution of the Agreement, the Grantee (unless it has already done so) shall commence or cause to be commenced the construction of the Project, and the Grantee shall 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 Grantee subject to any chattel mortgage, or any conditional sale or title retention agreement.

10. Completion of Proceedings. As soon as practicable after the execution of this Agreement, the Grantee (unless it has already done so) shall obtain, or will take proceedings appropriate to obtain funds, which, together with the Grant, will be sufficient to pay all costs of constructing the Project.

11. 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 Grantee acknowledges receipt of a copy of the construction regulations set out in Bulletin No. 2, Non-Federal Projects, revised March 1, 1935, as amended, 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, (the word "Borrower" as used therein being construed as meaning "Grantee") will be incorporated verbatim in ALL CONSTRUCTION CONTRACTS for work on the Project.*

12. Force Account. All construction work on the Project shall be done under contract, provided, however, that if prices in the bids are excessive, the Grantee 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.

13. 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 Grantee, or materialmen, and of labor employed on the Project or any part thereof. All contractors and subcontractors under construction contracts shall be required to provide, if required by the Administrator, public liability and property damage insurance in an amount satisfactory to the Administrator.

14. Information. During the construction of the Project the Grantee shall furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work.

15. Representations and Warranties. The Grantee represents and warrants as follows:

(a) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the construction and operation of the Project, or the financial condition of the Grantee;

*Particular care should be taken by the Grantee 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 County of San Diego" and the following words are inserted in the blank space in Paragraph 3 (a) (2) of the rules and regulations: "State of California."

(b) Financial Condition. The character of the assets and the financial condition of the Grantee are as favorable as at the date of the Grantee'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 its assets or in its financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Grantee's affairs;

(c) Fees and Commissions. It has not paid and does not intend to pay any bonus, fee or commission in order to secure the 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 relevent fact materially affecting the Grant or the Project, or any of the duties or obligations of the Grantee under this Agreement has been omitted therefrom.

16. 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 Grantee under this Agreement including, without limiting the generality of the foregoing, any legal, engineering or accounting costs, charges or expenses incurred by the Grantee.

17. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Grantee and the written approval of the Administrator, without the execution of a new or supplemental agreement.

18. 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.

19. Naming of Project. The Project shall never be named except with the written consent of the Administrator.

20. Insurance on Project. The Grantee shall, during the life of the Project, maintain proper and adequate insurance thereon.

21. Undue Delay by the Grantee. If in the opinion of the Administrator, which shall be conclusive, the Grantee 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.

22. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to make any part of the Grant:

(a) Financial Condition and Budget. If, in the judgment of the Administrator, the financial condition of the Grantee shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government, or the Grantee shall have failed to balance its budget satisfactorily or shall have failed to take action reasonably designated to bring the ordinary current expenditures of the Grantee within the prudently estimated revenues thereof;

(b) Cost of Project. If the Administrator shall not be satisfied that the Grantee will be able to complete the Project for the sum of $430,000, or that the Grantee 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 Grantee has complied with all the provisions contained in this Agreement theretofore to be complied with by the Grantee;

(d) Legal Matters. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Grant or the Project;

(e) Representations. If any representation made by the Grantee 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 Grantee shall be found by the Administrator to be incorrect or incomplete in any material respect.

This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Grantee and the Government, shall have been received by the Grantee. 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 provisions 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.

This Agreement shall supersede that certain Loan and Grant Agreement entered into between the Grantee and the Government as of August 2, 1935, which, Loan and Grant Agreement is hereby cancelled. The cancellation of said Loan and Grant Agreement shall not, however, impair or vitiate any act performed or proceedings taken thereunder prior to such cancellation, it being understood that such acts or proceedings may be continued under this Agreement.

IN WITNESS WHEREOF, the Grantee and the Government have respectively caused this Agreement to be duly executed as of___

THE CITY OF SAN DIEGO
By PERCY J. BENBOUGH, Mayor
R. W. FLACK, Manager

APPROVED AS TO FORM:
C. L. BYERS, City Attorney
(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk

UNITED STATES OF AMERICA
Federal Emergency Administrator of Public Works
By_____
Assistant Administrator.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of UNEXECUTED Grant Agreement with the United States of America; for El Capitan-Lakeside Pipeline, being Document No. 296325.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, AMERICAN CONCRETE & STEEL PIPE COMPANY, a corporation, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four Hundred Fifty-five Dollars ($455.00), 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 January, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 14th day of January, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City fifteen sets of 54" concrete pipe forms in four-foot lengths complete for the manufacture of 808 feet of 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 27th day of January, 1936.

AMERICAN CONCRETE & STEEL PIPE COMPANY
By B. J. PRIMMER, Dist. Mgr.
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Surety
(SEAL) By DONALD C. BURNHAM, Attorney-in-Fact
By H. G. MALM, Agent

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss:

On this 27th day of January, 1936, 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.

DEE H. NICHOLLS
(SEAL) Notary Public in and for the State of California, County
My Commission expires of San Diego.
June 15, 1938.

I hereby approve the form of the within Bond this 28th day of January, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant.

I hereby approve the foregoing Bond this 3d day of February, 1936.
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 27th day of January, 1936, by and between 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. San Diego, California:

15 Sets 54" concrete pipe forms, in four-foot lengths, including all reinforcing steel, spacebars and chairs required to make 808' of poured reinforced concrete pipe, medium reinforcing;

all in accordance with the specifications therefor contained in Document No. 295793, 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, one experienced superintendent who shall be in immediate charge of the work and direct the manufacture of said 808 feet of 54" reinforced concrete pipe.

Said contractor agrees to furnish and deliver said 15 sets of 54" concrete pipe forms, hereinabove described, within 2 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said 15 sets 54" concrete pipe forms, including all reinforcing steel, spacebars and chairs required to make 808 feet of poured reinforced concrete pipe, medium reinforcing, at and for the sum of Two and 25/100 Dollars ($2.25) per foot of pipe made. Said price does not include 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 reinforced concrete pipe, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two and 25/100 Dollars ($2.25) per foot of pipe made; said payments to be made as follows:

Upon the delivery of said pipe forms, and the acceptance of the reinforced concrete pipe by the Port Director 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 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 Port Director 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 Port Director, 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 concrete pipe forms, and provide said superintendent, 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 thateffect.

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. 63888 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. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission

AMERICAN CONCRETE & STEEL PIPE COMPANY
Contractor
By B. J. PRIMMER, Dist. Mgr.

I hereby approve the form of the foregoing contract this 28th day of January, 1936.
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 of Contract with American Concrete & Steel Pipe Co., for rental of Pipe forms; being Document No. 296372.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Gradstrom 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 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 Eight Hundred Forty-two Dollars ($842.00), 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 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 February, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 17th day of February, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1 - Diesel tractor, full Diesel engine, 15" track, pavement grousers, electric starting, 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 has hereunto subscribed its 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 February, 1936.

CONTRACTORS EQUIPMENT & MACHINERY COMPANY
Principal
By W. H. HUDSON, Manager

MARYLAND CASUALTY COMPANY, Surety
(SEAL) By V. WANKOWSKI, Its Attorney-in-Fact.

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 17th day of February 1936, 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.

C. T. NEILL
(SEAL) Notary Public, in and for said County and State.

I hereby approve the form of the foregoing bond this 18th day of February, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Asst. City Attorney
I hereby approve the foregoing bond this___day of February, 1936.
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 17 day of February, 1936, by and between 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:

1 - Diesel tractor, full Fiesel engine, 15" track, pavement grousers, electric starting, all standard equipment, in accordance with specifications on file in the office of the City Clerk of said City under Document No. 295990.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 15 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 Three Hundred Sixty-seven and 07/100 Dollars ($3,367.07). 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 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 Three Hundred Sixty-seven and 07/100 Dollars ($3367.07), 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 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 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. 63967 of the Council, authorizing such execution, and the contractor has hereunto subscribed its name 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, Contractor
By W. H. HUDSON, Manager

I hereby approve the form of the foregoing Contract this 18th day of February, 1936.
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 Co., for one Diesel Tractor; being Document No. 296503.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Augusta M. Gradstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, MACK WOOLDRIDGE, 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 NINE DOLLARS ($209.00), 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 February, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 17th day of February, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City one (1) Wooldridge Bulldozer, f.o.b. 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 17th day of February, 1936.

MACK WOOLDRIDGE, Principal.
THE AETNA CASUALTY AND SURETY COMPANY, Surety
(SEAL) ATTEST: By JOSEPH I. JOHNSON, Resident Vice-President
M. A. PAGE, Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On this 17th day of February, in the year nineteen hundred 36, before me, MARGARET HANSEN, a Notary Public in and for the said County of LOS ANGELES, STATE OF CALIFORNIA,, residing therein, duly commissioned and sworn, personally appeared JOSEPH I. JOHNSON, 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.

MARGARET HANSEN
(SEAL) Notary Public in and for said Los Angeles County, State of California.
My Commission Expires
June 22, 1937

I hereby approve the form of the foregoing bond this 18 day of February, 1936
C. L. BYERS, City Attorney

I hereby approve the foregoing bond this___day of February, 1936.
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 18th day of February, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and MACK WOOLDRIDGE, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Wooldridge Bulldozer, with special high roll crowder and leveling blade, perforated top, rounded corners for light bulky materials, especially designed for City dump work, in accordance with specifications on file in the office of the City Clerk of said City under Document No. 295990.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 15 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 Eight Hundred Thirty-three Dollars ($833.00).

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 Eight Hundred Thirty-three Dollars ($833.00), 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 herein after 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 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. 63968 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

MACK WOOLDRIDGE, Contractor.

I hereby approve the form of the foregoing contract this 18 day of February, 1936.
C. L. BYERS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Mack Wooldridge for One Bulldozer; being Document No. 296505.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Augusta M. Nadstrom 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 SIX HUNDRED SEVENTY-FOUR DOLLARS ($674.00), 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 February, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 18th day of February, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1 - Police ambulance, 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, President

(SEAL) ATTEST:
P. E. FRESE, Secy. Treas.

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 18th day of February in the year one thousand nine hundred and Thirty-six, 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 there in named, and they acknowledged to me that such Corporation executed the same.

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

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

(SEAL)
My Commission will Expire 1-12-38

I hereby approve the form of the foregoing bond this 24 day of February, 1936.

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

I hereby approve the foregoing bond this 24 day of February, 1936.

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 18th day of February, 1936, by and between 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 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) Studebaker President Samaritan Ambulance, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296073.

Said contractor agrees to furnish and deliver said equipment 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 equipment hereinabove described at and for the price of Two Thousand Six Hundred Ninety-three and 45/100 Dollars ($2,693.45) 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 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 Six Hundred Ninety-three and 45/100 Dollars ($2693.45), 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 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 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. 63967 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, President
P. E. FRESE, Secy-Treas.

I hereby approve the form of the foregoing Contract this 24 day of February, 1936.
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 J. R. TOWNSEND CO., INC., for one Police Ambulance; being Document No. 296562.

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

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code, the Department shall expend or cause to be expended within the cities of this state, from the State highway fund, an amount equal to the net revenue derived from one-quarter cent per gallon tax on motor vehicle fuel, upon streets of major importance, other than State highways, as are agreed upon by the Department and the legislative body of the city, in the proportion that the total population of each city bears to the total population of all cities in this state; and

WHEREAS, the City has prepared and submitted to the Department a proposed budget showing the estimated expenditure of such funds recommended to be made during the fiscal year ending June 30, 1936, as required by Section 197 of the Streets and Highways Code;

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 Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute those items of the budget heretofore submitted by the City which have been, and are hereby, approved by the Department:

Project	Location	Description	1/4¢ for City Streets	1/4¢ for St. Hwys.	State Highway Fund	City Fund
1.	El Cajon Avenue, Rt. 12, from Texas St. to Euclid Street	Paving	$ 50,000.	$107,290	$ 94,000.	
2.	Main Street, Route 2, from 32nd Street to Division Street	Widen to 40' and resurface pavement:				
		Surveys and plans	2,000.			$1,000.
		Construction	33,175.			
		Totals	$85,175.	$107,290.	$ 94,000.	$1,000.

ARTICLE II. SURVEYS AND PLANS

The City will make a portion of the necessary surveys and plans for the work hereinabove designated under Project 2.

The City will furnish funds for the portion of such surveys and plans, and no part of the cost incurred by the City will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

The Department will make a portion of the necessary surveys and plans for the work hereinabove described as Project 2. The cost thereof will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE III. CONSTRUCTION

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 1 and 2 of Article I hereof, 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 Department.

Any equipment furnished by the State for Projects 1 and 2 will be charged for at the rental rates established by the Department.

The work on Projects 1 and 2 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 Department.

ARTICLE IV. FUNDS

Funds budgeted to defray the cost of the Projects described in Article I hereof are available from the revenue accruing for expenditure within the City during the fiscal year ending

June 30, 1936, under the provisions of Section 194 of the Streets and Highways Code, estimated in the amount of $85,175;

The amount of $85,175 is budgeted to defray the cost of projects payable from funds of the 1/4 cent gas tax allocation accruing pursuant to the provisions of Section 194 of the Streets and Highways Code as listed in Article I, in addition to the amount of $107,290 available under the provisions of Section 203 of the Streets and Highways Code, funds in the amount of $94,000 allocated by the California Highway Commission, from the State Highway Fund, and from funds to be furnished by the City in the amount of $1,000.

The annual revenue and the amounts provided for each project as set forth in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the various projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The Department will pay the cost of Projects 1 and 2 and will charge the amount to the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE V. FINAL REPORT

The Department will furnish a like report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon Streets of Major Importance, for the information of the City.

Within sixty days after the completion of the work on Projects 1 and 2 as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VI. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this agreement. The City will, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the___day of___, 193__, and the Department on the__day of__, 193__.

CITY OF SAN DIEGO

APPROVED: By_____

_____

Assistant State Highway Engineer

APPROVED:

_____

Chief Attorney

APPROVAL RECOMMENDED:

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS

_____ _____

ENGINEER OF CITY AND COOPERATIVE PROJECTS DIRECTOR OF PUBLIC WORKS

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement re improvement of El Cajon Ave. and Main Street; being Document No. 296506 (UNEXECUTED)

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

By August M. Scadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That GEORGE M. PEACE and B. M. TORGERSON, as principals and LOUIS J. PREIBISIUS AND R. P. COLEMAN 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 the 20th day of February 1936

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.

(GEORGE M. PEACE
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF (B. M. TORGERSON (SEAL)
(LOUIS J. PREIBISIUS (SEAL)
(R. P. COLEMAN (SEAL)

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

GEORGE M. PEACE and R. P. COLEMAN LOUIS J. PREIBISIUS B.M. TORGERSON WHOSE NAMES ARE SUBSCRIBED AS SURETIES TO THE ABOVE PROCEEDINGS, BEING SEVERALLY DULY SWORN, EACH FOR HIMSELF OR HERSELF, DEPOSES AND SAYS: THAT HE OR SHE 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 20th day of February, 1936 LOUIS J. PREIBISIUS
R. P. COLEMAN
(SEAL)
R. S. HUBBARD
Notary Public in and for the County
of San Diego, State of California.

I hereby approve the form of the within Bond, this 4th day of March, 1936.

C. L. BYERS
City Attorney of the City of San Diego.
By J. H. McKINNEY, Deputy City Attorney

APPROVED MAR 6, 1936
R. W. FLACK, City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Faithful Performance Bond of George M. Peace and B. M. Torgerson, re contract for benches on the Streets; being Document No. 296769.

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, R. E. HAZARD & SONS, 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 Cali- One Thousand Two Hundred Eighty-eight Dollars ($1,288.00), 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 February, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 15th day of February, 1936, entered into the annexed contract with said The City of San Diego, to rent to said City one certain truck crane of the character and equipment specified in those certain specifications filed in the office of the City Clerk of said City, bearing Document No. 296074, all in accordance with said contract and with said specifications.

NOW, THEREFORE, if 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 February, 1936.

(SEAL)

R. E. HAZARD & SONS
By R. E. HAZARD, Pres.

(SEAL)

PACIFIC IMDEMNITY COMPANY, Surety.
By R. D. SPICER, Attorney-in-Fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 18th day of February in the year one thousand nine hundred and thirty six, 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
(SEAL) Notary Public in and for San Diego County, State of California.
My Commission Expires
June 15, 1936

I hereby approve the form of the within Bond this 24th day of February, 1936.

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

I hereby approve the foregoing Bond this___day of February, 1936.

R. W. FLACK, City Manager.

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of February, 1936, 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, party of the first part, hereinafter sometimes designated as the City, and R. E. HAZARD & SONS, a corporation, party of the second part, hereinafter sometimes designated as the Lessor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Lessor by said City, in manner and form as hereinafter provided, said Lessor hereby covenants and agrees to and with said City to rent to said City one certain truck crane of the character and equipment specified in thos certain specifications filed in the office of the City Clerk of said City, bearing Document No. 296074, which said specifications by this reference are incorporated into and made a part of this agreement.

Said equipment shall be rented to the City for a period of not less than 90 nor more than 270 calendar days, and the rental to be paid therefor by said City shall be at the rate of Thirty Dollars ($30.00) per day of eight (8) hours and five and one-half (5-1/2) days per week. If said equipment shall be used for more than eight (8) hours per day or for more than five and one-half days per week, such overtime shall be paid for at the same pro rata rate.

It is understood and agreed that the present appraised value of said equipment is the sum of $5,000.00, plus an additional amount equal to the California State Sales Tax upon said sum; and said Lessor further specifically agrees that if and when the rentals payable for said equipment hereunder by said City shall amount to $5,000.00, plus an additional sum equal to the California State Sales Tax, it will convey to said City a clear title to said equipment without further payment by said City other than said rentals, anything in this agreement to the contrary notwithstanding.

Said City, upon the approval of the Port Director of said equipment in accordance with said specifications, agrees to hire said equipment for a period of not less than 90 days nor more than 270 days, and to pay therefor as rental Thirty Dollars ($30.00) per day, based upon an eight (8) hour day and a five and one-half (5-1/2) day week; and that if said equipment shall be used for more than eight (8) hours per day or more than five and one-half (5-1/2) days per week, such overtime shall be paid for at the same pro rata rate. When and if the City shall have paid to the Lessor on account of such rentals a total amount of Five Thousand Dollars ($5,000.00), plus an additional amount equal to the California State Sales Tax upon the sum of $5,000.00, then and in that event the City shall be absolved from the payment of any further rental hereunder, and shall become, without further cost or expense, the owner of said equipment; provided, however, that nothing herein contained shall be construed as obligating the City to continue the rental of

said equipment beyond the period of 90 days, unless it shall elect so to do, it being the intent and purpose of this agreement that the City may at any time after the expiration of ninety (90) days return said equipment to the Lessor and terminate this agreement, and that the City at its election may continue to rent said equipment hereunder until it shall be entitled to receive the title and ownership of said equipment as hereinbefore provided.

The City will pay on account of accrued rental payments whatever sum may be due on the first day of each and every month during which this agreement shall remain in effect.

Said Lessor further agrees not to underlet or assign this contract, or any part thereof, to anyone without the consent of the Port Director, in writing, having been first obtained; and further 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.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price. No interest in this agreement shall be transferred by the Lessor 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. 64007 of the City Council authorizing such execution, and the Lessor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission.

(SEAL)

R. E. HAZARD & SONS, Lessor,
By R. E. HAZARD, Pres.

I hereby approve the form of the foregoing Contract, this 17th day of February, 1936.
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 R. E. Hazard and Sons, for rental of one Truck Crane; being Document No. 296587.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Augusta M. Gadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, WHITING-MEAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif., as Principal and UNITED STATES FIDELITY & GUARANTY 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 SIX HUNDRED THREE DOLLARS ($603.00), 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 February, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 18th day of February, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City approximately 60,000 board feet of lumber, in accordance with and as particularly listed in said contract, and in accordance 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)

WHITING-MEADE CO., OF SAN DIEGO, Principal
By H. L. MINER, Sec.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY CO., Surety
By E. CHAS. CLEMENTS, Atty. in Fact.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY CO., Surety
By E. CHAS. CLEMENTS, Atty. in Fact.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 18 day of February in the year one thousand nine hundred and thirty-six, before me, Alice Jean Brookmeyer, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. Chas. Clements, 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 E. Chas. Clements 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 the day and year in this certificate first above written.

ALICE JEAN BROOKMEYER
(SEAL) Notary Public in and for Los Angeles County, State of California.
My commission expires
Aug. 27, 1937.

I hereby approve the form of the foregoing bond this 20th day of February, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Asst. City Attorney

I hereby approve the foregoing bond this 24th day of February, 1936.
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 18th day of February, 1936, by and between 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 WHITING-MEADE 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, at City Shops, 20th and B Streets, San Diego, the following lumber:

200 pieces 2"x6"x24' No. 1 Common S1E Oregon Pine or Douglas Fir
40 " 2"x4"x24' " " " " " " " " "
10 " 2"x6"x12' " " " " " " " " "
4,375 " 2"x3"x12' " " " S1S1E " " " " "
180 " 2"x4"x 8' " " " " " " " " "
64 " 2"x4"x12' " " " " " " " " "
20 " 2"x4"x14' " " " " " " " " "
8 " 2"x4"x20' " " " " " " " " "
12,000 board feet 1"x4" random lengths, Grade C flooring, Oregon Pine or Douglas Fir
12,500 " feet 1"x8" No. 1 Common S1S random lengths, Oregon Pine or Douglas Fir
20 pieces 2"x6"x12' No. 2 Common S1S1E Redwood

The above lumber shall bear the grade mark of the West Coast Lumbermen's Association or other inspection bureau acceptable to The City of San Diego.

Said contractor agrees to furnish and deliver said lumber 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 lumber hereinabove described at and for the price of Two Thousand Four Hundred Ten and 51/100 Dollars ($2,410.51). 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 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 Four Hundred Ten and 51/100 Dollars ($2,410.51), 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 I V, 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 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 lumber, 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. 64009 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
WHITING-MEAD CO. OF SAN DIEGO,
Contractor
By H. L. MINER, Sec.

(SEAL) ATTEST:
FRED B. MITCHELL

I hereby approve the form of the foregoing Contract this 20th day of February, 1936
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 Whiting-Mead Co. of San Diego, for lumber; being Document No. 296586.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August N. Hedstrom Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into in duplicate in The City of San Diego, County of San Diego, State of California, this 28th day of February, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, by and through its Park Director, party of the first part, and MURIEL SIMPSON, party of the second part, WITNESSETH:

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

The party of the first part hereby agrees, as of January 1st, 1936, to permit the party of the second part to continue operation of that certain amusement device commonly known as a "Merry-go-Round", located on the following described area in Balboa Park:

Beginning at a certain point on the east side of Park Boulevard, in Balboa Park, where said Park Boulevard intersects the south line of the Plaza de Balboa, in said Balboa Park, and running easterly along the south line of said Plaza de Balboa, to the westerly boundary of the franchise of the San Diego Electric Railway Company; thence southerly along the west boundary of said franchise for a distance of one hundred and fifty (150) feet; thence westerly to a point on the east line of said Park Boulevard one hundred and fifty (150) feet south of point of commencement, and thence northerly along the east side of said Park Boulevard to point of commencement.

And said second party, for and in consideration of the permit to her by said party of the first part, hereby agrees and covenants as follows, to-wit:

The party of the second part will pay to the party of the first part, as rental for the privileges and concessions hereby granted, ten (10) percent. of the gross receipts derived from the operation of said Merry-go-Round, based upon settlements submitted to the Park Director at his office on the forenoon of the first day of each month, or the first day thereafter that his office is open, covering the business of the previous month, said percentage payable on the first day of the month, or the first day thereafter that the office of the Park Director is open.

The party of the second part will cause a serially numbered ticket to be issued for each person paying to patronize the aforesaid Merry-go-Round, and the said party of the second part will keep all cancelled tickets so that the same may be inspected by a representative of the party of the first part, and the said second party will keep true accounts of the receipts in books especially kept for the purpose, which accounts and books shall be open for inspection by any authorized representative of The City of San Diego at all times.

The party of the second part will, during the continuance of this agreement, carry accident insurance in the sum of Five Thousand Dollars ($5,000.00) insuring The City of San Diego and said party of the second part against any loss or damage because of any accident occuring from the operation or maintenance of said device.

The party of the second part shall furnish and pay for all lighting which she may deem necessary for illumination of said premises and device and for motive power in operation of said device.

The party of the second part agrees that she will at all times conduct said business in such manner and will at all times maintain the said premises and device in such attractive and sanitary condition and in such state of cleanliness, as shall meet with the approval of the Park Director, and upon notice, in writing, by said Park Director, to make any reasonable alteration, change or improvement in the method or conduct of such business, and said second party shall comply with such request, and upon failure to do so within thirty (30) days after the receipt of such notice, said failure shall constitute such material violation of this agreement as shall permit of its cancellation by The City of San Diego.

Said second party agrees that she will not sublet, sell or otherwise dispose of the grants made to her hereunder nor any part of them, without the written consent of the Park Director.

Said second party agrees that she will employ only such help as shall be first class in every respect and that she will, on notice from the Park Director, immediately discharge any employee who shall be unsatisfactory to said Park Director for any cause whatsoever.

It is agreed that The City of San Diego does not in any way undertake to imply or guarantee the success, financially or otherwise, of the venture herein described, and it is mutually agreed that the party of the second part assumes the entire risk attenand upon the success or failure of her enterprise.

The said first party agrees that it will not require said second party to operate said device on any day when, in the opinion of the second party, such operation would not be profitable to her.

The party of the second part will not allow any rubbish or inflamable material to remain in or about said premises, and no game of chance, gambling, or sale or handling of intoxicants shall be allowed thereon, and the agents of said Park Director shall at all times be permitted free access to said premises and buildings in inspection thereof and for preservation of order and the covenants hereof.

The party of the second part will pay and discharge all taxes or assessments which may be levied against said amusement device and buildings during the continuance of this agreement, and the party of the first part will pay and discharge all taxes and assessments which may be levied against thepremises.

If through fire, earthquake, riot, Act of God, or cause not within control of the party of the second part, it shall be impossible to operate said device, then said second party may, at her option, terminate this agreement by notifying said Park Director in writing.

And upon the expiration or other termination of this agreement, the party of the second part shall, within sixty (60) days, completely remove said device and buildings from said above described premises.

The party of the first part, during the term of this agreement, will not grant to any person other than the party of the second part the right to install or operate another such amusement device, known as a "Merry-go-Round", in Balboa Park within a radius of one-half ($\frac{1}{2}$) mile from the location described in this agreement.

If the party of the second part shall fail to conduct and carry on said amusement device, or to operate same as herein provided, or otherwise fail to carry out, keep and perform each and all of the terms, conditions or covenants agreed to be kept and performed by said second party, then the party of the first part reserves the right to immediately terminate this agreement, by notifying the second party in writing; otherwise, this agreement shall run from year to year at the will of the Park Director, or other constituted authority having jurisdiction in the matter, and the said party of the second part.

IN WITNESS WHEREOF, this agreement is executed by THE CITY OF SAN DIEGO, acting by and through its Park Director, and the said MURIEL SIMPSON, party of the second part, have hereunto subscribed their names, the day and year first herein written above.

THE CITY OF SAN DIEGO
By JOHN G. MORLEY, Park Director
Party of the First Part.

MURIEL SIMPSON, Party of the Second Part.

I hereby approve the foregoing Agreement, this 28th day of February, 1936.
R. W. FLACK, City Manager

I hereby approve the form of the foregoing Agreement this 28th day of February, 1936.
C. L. BYERS, City Attorney
H. B. DANIEL, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Muriel Simpson, for operation of "Merry-go-Round" in Balboa Park; being Document No. 296631.

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

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GLASS COMPANY, a co-partnership composed of C. E. Busch and I. E. Mitchell, 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 sum of TWO HUNDRED SEVENTY-EIGHT DOLLARS ($278.00), 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 heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of February, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 28th day of February, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City steel sash and glass, f.o.b. San Diego, 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 hereunto subscribed its 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 28 day of February, 1936.

SAN DIEGO GLASS COMPANY, a co-partnership
By L. E. BUSCH
I. E. MITCHELL
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney in Fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 28th day of February 1936, 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 29 day of February, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 29 day of February, 1936.
R. W. FIACK, City Manager.

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 29th day of February, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and the SAN DIEGO GLASS COMPANY, a co-partnership composed of C. E. Busch and I. E. Mitchell, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

32 - 32 12" x 18" double strength "B" glass
20 - Mullions for 32160 and 32
28 - 33161 12" x 18" 1/8" solite glass pivoted sash
20 - 33 12" x 18" 1/8" solite glass
24 - Mullions for 33 and 33161
32 - 34161 12" x 18" solite glass pivoted sash
13 - Mullions for 34161
9 - 22 12" x 18" 1/8" solite glass
11 - 33 12" x 18" 1/8" solite glass

Said contractor agrees to furnish and deliver said material hereinabove described within 15 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 price of One Thousand One Hundred Twelve Dollars ($1112.00). 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 material 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 One Hundred Twelve Dollars ($1112.00), as follows:

Upon 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 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 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 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 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 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. 64028 of the Council, authorizing such execution, and the said C. E. Busch and I. E. Mitchell, doing business under the firm name and style of SAN DIEGO GLASS COMPANY, have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R. W. FLACK, City Manager

SAN DIEGO GLASS COMPANY, a co-partnership
By C. E. BUSCH
I. E. MITCHELL, Contractor

I hereby approve the form of the foregoing contract this 29th day of February, 1936.
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 San Diego Glass Company, being Document No. 296735.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Nadatrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, INDIAN MOTOCYCLE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, 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 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 29 day of February, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 29th day of February, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

4 - 2 cylinder, 73.625 cu. in. piston displacement new Indian motorcycles, 1936 models manufactured subsequent to January 1, 1936, 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.

INDIAN MOTOCYCLE COMPANY, Principal
By GUY URQUHART, Agent

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 29th day of February, 1936, 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 2d day of March, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 3rd day of March, 1936.
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 29th day of February, 1936, by and between 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 INDIAN MOTOCYCLE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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) two-cylinder, 73.625 cu. in. piston displacement new Indian motorcycles, 1936 models manufactured subsequent to January 1, 1936, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296202.

Said contractor agrees to furnish and deliver said motorcycles 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 motorcycles at and for the price of One Thousand Three Hundred Thirty-four and 47/100 Dollars. 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 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-four and 47/100 Dollars ($1,334.47), 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 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 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. 64021 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
INDIAN MOTOCYCLE COMPANY, Contractor
By GUY URQUHART, Agent

I hereby approve the form of the foregoing Contract this 2d day of March, 1936.
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 Indian Motocycle Company, for four motorcycles; being Document No. 296736.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hedstrom Deputy.

C O N T R A C T
(Agreement)

THIS CONTRACT, made and entered into this 25th day of February, 1936, by and between the City of San Diego, a municipal corporation, First Party, and CONSOLIDATED STEEL CORPORATION, LTD., Second Party, sometimes hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

FIRST: The complete contract includes all of the Contract Documents, to-wit: The Advertisement, the Instructions to Bidders, the Proposal, the bonds executed in connection therewith, the Contract, the General Specifications, the Detail Specifications, and the Drawings, and all modifications incorporated in those documents before their execution; any and all obligations of the First Party and the Contractor are fully set forth and described therein.

All Contract Documents and Plans are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all contract papers and set forth in the drawings.

SECOND: The said Contractor agrees to furnish all tools, appliances, equipment, apparatus, facilities, transportation, labor, material and incidentals necessary to perform and complete in a good and workmanlike manner, the work of constructing that Portion of the El Capitan-Lakeside Pipe Line as called for, and in the manner designated in, and in strict conformity with, the plans and specifications adopted by the Council of the City of San Diego, California, which said plans and specifications are entitled, respectively, "Notice to Contractors, Instructions

to Bidders, Proposal, Drawings, and Specifications, Portion of El Capitan-Lakeside Pipe Line" and which plans and specifications are identified by the signatures of the parties to this contract. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said plans and specifications under the direction and supervision of, and subject to the approval of the City of San Diego or its representatives.

THIRD: 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.

Payment to Contractor.-

The provisions of the contract, relative to progress payments and/or final payment to the contractor, are subject to and are qualified by the requirements of the Public Works Administration, that no funds shall be paid to the principal contractor until satisfactory receipt for payment, as provided in Clause 12 of P.W.A. Construction Regulations, of all labor and materials supplied during the preceding month shall be shown to the Public Works Administration Engineer-Inspector, and that twenty-five per cent (25%) of the total contract price shall be withheld until proof of the satisfactory completion of the project and the payment of all labor, material and other costs of construction be shown to the satisfaction of the Inspection Division of the Public Works Administration.

On the basis of the estimated quantities and the Unit Bid Prices as set forth in the Schedule and designated as Proposal "A", the same being hereto attached and made a part of this contract, and Items 59, 60 and 61 being eliminated by Resolution No. 63962 passed by the Council of the City of San Diego when the said Council selected the Julian Avenue alternate route, the total contract price is now set out in the amount of $405,009.85.

FOURTH: Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which said second party may be required to do, or respecting the size of any payment to said second party during the performance of this contract, said dispute shall be decided by the Hydraulic Engineer, subject to written approval of the City Manager and by the Council evidenced by resolution, and said decision shall be final and conclusive, subject to the approval by the State Director, P.W.A.

FIFTH: The contractor shall, at his expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, except as hereinafter provided, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

SIXTH: The Second Party shall at all times maintain proper facilities and provide safe access for inspection by the First Party and the Government Engineer to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice, in writing, to the Hydraulic Engineer of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by the Hydraulic Engineer be uncovered for examination at the Second Party's expense.

SEVENTH: Should said First Party at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said contract, specifications, or plans, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price, as the case may be, by a fair and reasonable valuation. The value of any such extra work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum.
(b) By unit prices named in the contract or subsequently agreed upon.
(c) By cost and percentage or by cost and a fixed fee.

If noneof the above methods is agreed upon, the contractor, provided he received an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the Hydraulic Engineer may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Hydraulic Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the contractor. Pending final determination of value, payments on account of changes shall be made on the Hydraulic Engineer's certificate. No extra work shall be performed or change be made unless in pursuance of a written order from the First Party, approved by the State Director, stating that the extra work or change is authorized, and no claim for addition to the contract sum shall be valid unless so ordered.

EIGHTH: If the Second Party should neglect to prosecute the work properly or fail to perform any provision of this contract, the First Party, after three days' written notice to the Second Party may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Second Party, provided, however, that the State Director shall approve both such action and the amount charged to the Second Party.

NINTH: If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if the contractor fails to begin the delivery of the material, or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as in the opinion of the engineer will insure a full compliance with the contract within the time limit, or if in the opinion of the engineer the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract, and if he neglects or refuses to comply with such notice the engineer may with the written consent of the City Manager and consent of the Council evidenced by resolution, suspend the operation of all or any part of the contract, or he may in his discretion after such notice perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof without suspending the contract. Upon suspension of contract by the engineer, he may, in his discretion, take possession of all or any part of the machinery, tools, appliances, animals, materials, and supplies used in the work covered by the contract or that have been delivered by or on account of the contractor 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 the work or may substitute other machinery or materials purchase the materials contracted for in such manner as it may deem proper or hire such force and buy such machinery, tools, appliances, animals, materials and supplies at the contractor's expense as may be necessary for the proper conduct and completion of the work. Any cost to The City of San Diego in excess of the contract price arising from the suspension of the contract, or from work performed or purchases made by the City of San Diego either before or after suspension, and required on account of the failure of the contractor to comply with the contract or the orders of the engineer issued in pursuance thereof, will be charged to the contractor

and his sureties, who shall be liable therefor. A special lien to secure the claims of the City of San Diego in the event of suspension of the contract is hereby created against any property of the contractor taken into the possession of the City of San Diego under the terms hereof, and such lien may be enforced by a sale of such property under the direction of the Council of the City of San Diego, and the proceeds of the sale, after deducting all expenses thereof, and connected therewith, shall be credited to the contractor. If the net credits shall be in excess of the claims of the City of San Diego against the contractor the balance will be paid to the contractor or his legal representatives. If, in the opinion of the engineer, an emergency exists for the furnishing of certain material or the performance of certain work in order to insure compliance with the terms of the contract and if the contractor fails to furnish such material or to perform such work within a reasonable time fixed by written notice from the engineer to the contractor, then the engineer shall have the power to furnish such material or to perform such work at the expense of the contractor and his sureties, who shall be liable therefor. In the determination of the question whether there has been such non-compliance with the contract as to warrant its suspension or the furnishing of material or the performance of work by The City of San Diego as herein provided, the decision of the engineer when approved by the City Manager and by the Council evidenced by resolution, shall be final and binding upon both parties. Suspension of the contract, or any part thereof, shall operate only to terminate the right of the contractor to proceed with the work covered by the contract or the suspended portions thereof. The provisions of the contract permitting the City of San Diego to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes, and all other stipulations of the contract except those giving the contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment of accounts made.

TENTH: 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.

ELEVENTH: The time during which said Second Party is delayed in said work by the acts or neglect or said First Party, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualities or any causes beyond the Second Party's control, or by delay authorized by the First Party, or by any cause which the Hydraulic Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Hydraulic Engineer may decide, subject to approval of State Director P.W.A.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

CONSTRUCTION REGULATIONS

TWELFTH: All work to be done on the project shall be subject to the following rules and regulations adopted by the Federal Emergency Administrator of Public Works (herein called the "Administrator") to carry out the purposes and control the administration of the Act, which rules and regulations shall be incorporated verbatim in all construction contracts (except subcontracts) for work on the project:

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 unless required by law.

(b) Thirty-hour week. - Except in executive, administrative, and supervisory positions, so far as practicable and feasible in the judgment of the State Director, 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.

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 following minimum hourly wage rates for skilled and unskilled labor:

Skilled labor	$1.10
Unskilled labor	$0.45

(b) In the event that the prevailing hourly rates prescribed under collective agreements or understanding between organized labor and employers in effect on March 1, 1935, shall be above the minimum rates specified above, such agreed wage rates shall apply.

(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) 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 State Director, 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 the State of California 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.

(e) 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 the State of California, 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 Government Inspector shall be furnished with a sworn statement thereof on demand.

(f) 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.

(g) 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) 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 subcontract shall be increased by an amount equal to any such increased cost, or decreased in an amount equal to such decreased cost.

(h) Engineers, architects, and other full professional employees engaged in duties normally done at the site of the project shall receive at least the prevailing rates for the various types of services to be rendered provided that such professional employees shall receive a monthly salary of not less than $143.00. However, such an employee who performs less than 130 hour work during a month may be paid on an hourly basis, the hourly rate to be not less than the figure obtained by dividing the monthly wage by 130, or the P.W.A. zonal minimum hourly rate for skilled labor, whichever is higher. Subprofessional employees shall receive a monthly salary at least equal to the prevailing rates for the types of services to be rendered. However, such an employee who performs less than 130 hours work during a month may be paid on an hourly basis, the hourly rate to be not less than the figure obtained by dividing the monthly wage by 130, or the P.W.A. zonal minimum hourly rate for unskilled labor, whichever is higher. Compensation under this paragraph shall be subject to the approval of the State Director.

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 the City and/or County of San Diego 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 ways 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) Collective bargaining. - 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. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to 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. INSURANCE. - The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner and the State Director, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation insurance. - The contractor shall take out and maintain during the life of this contract adequate Workmen's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workmen's Compensation statute, or in case there is no applicable Workmen's Compensation statute, the contractor shall provide, and shall cause each subcontractor to provide General Liability for the protection of his employees not otherwise protected.

(b) Public liability and property damage insurance. - The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than $50,000 for injuries, including wrongful death, to any one person, and, subject to the same limit for each person, in an amount not less than $100,000, on account of one accident, and Property Damage Insurance in an amount not less than $20,000.

Provided, however, that the Owner, with the approval of the State Director, may accept insurance covering a subcontractor in character and amounts less than the standard requirements set forth under this subparagraph (b) where such standard requirements appear excessive because of the character or extent of the work to be performed by such subcontractor.

(c) The following special hazards shall be covered by rider or riders to the policy or policies required under subparagraph (b) hereof or by separate policies of insurance in amounts as stated in Paragraph 38 of the General Conditions.

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. - The Owner 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.

8. ACCIDENT PREVENTION. - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

9. DOMESTIC MATERIALS. - In the performance of this contract the contractor, subcontractors, materialmen, or suppliers shall use 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, or supplies, mined, produced, or manufactured, as the case may be, in the United States, except, unless otherwise required by law, foreign materials, articles, or supplies may be purchased if the foreign materials, articles, or supplies are lower in cost after the following differentials are applied in favor of domestic articles, materials, or supplies:

On purchases where the foreign bid is $100 or less, a differential of 100% will apply;

On purchases where the foreign bid exceeds $100, but is less than $10,000, a differential of 25% will apply;

On purchases where the foreign bid is $10,000 or more, a differential of 15% will apply;

10. (a) Inspection. - 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. The contractor shall submit 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) Facilities shall be provided as set forth in the specifications for the use of the Government Inspector.

11. REPORTS. - The contractor and each subcontractor shall report 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 worked, wage scales paid to the various classes of labor, and the total expenditures for materials. Forms will be supplied by the Department of Labor on the 15th of each month. The reports will cover all pay rolls from the 15th of the previous month to the 15th of the current month. One copy of each of such monthly reports is to be furnished to the State Director, one to the Division of Economics and Statistics, P.W.A., and one to the United States Department of Labor, prior to the 5th day of the following month. The contractor shall also furnish to the owner, to the State Director, and to the United States Department of Labor the names and addresses of all subcontractors on the work at the earliest date practicable.

12. (a) Payment for materials and utility services. - There shall be provided all necessary materials, tools, and other expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner the work provided for in this contract. Except as otherwise approved in writing by the State Director, such services shall be paid for in full within one month after the services are rendered, and all materials, tools, and other expendable equipment shall be paid for within one month after delivery to the project, to the extent of 90 percent of the cost thereof to the purchaser, and the remaining 10 percent shall be paid within 30 days after completion of that part of the work in or on which such materials, tools, and other equipment are incorporated or used.

(b) Payment of subcontractors. - In the absence of other provisions in this contract more favorable to the subcontractor, the contractor shall pay each subcontractor, within 5 days after each payment made to the contractor, the amount allowed the contractor for and on account of the work performed by the subcontractor to the extent of the subcontractor's interest therein.

13. SIGNS. - The contractor shall furnish signs bearing the legend:

"FEDERAL PUBLIC WORKS PROJECT NO. 5575"

as required in the specifications and shall erect the same at such locations as may be designated by the Government Inspector.

14. OBSERVANCE OF RULES. - All reasonable requirements which the Administrator or his authorized agents may make toward the effectuation of the matters covered in these Construction Regulations shall be observed in the performance of the work.

15. SUBCONTRACTS. - Paragraphs 1 to 4 inclusive, 6, 8 to 15 inclusive, 18, the Regulations Issued Pursuant to So-called "Kick Back Statute" and Section 35 of the Criminal Code, as amended, shall be inserted verbatim in all construction subcontracts under this contract.

16. ASSIGNMENT OF CONTRACT. - The contractor shall not assign this contract or any part hereof without the approval of the Owner and State Director, nor without the consent of surety unless the surety has waived its right to notice of assignment.

17. TERMINATION FOR BREACH. - In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the owner may, subject to the approval of the State Director, and shall, upon request of the Administrator, serve written notice upon the contractor and the surety of its intention to terminate such contract, such notices to contain the reasons for such intention to terminate the contract, and, unless within 10 days after the serving of such notice upon the contractor such violation shall cease and satisfactory arrangement for correction be made, the contract shall upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the contractor, and the contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner 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.

18. DEFINITIONS. - The term "Act" as used herein refers to Title II of the National Industrial Recovery Act. The term "State Director" as used herein refers to the State Director (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 "Government 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 performance of the work. The term "Owner" as used herein refers to the public body, agency, or instrumentality which is a party hereto and for which this contract is to be performed.

THIRTEENTH: Pursuant to requirements contained in various rules, regulations and bulletins of the Federal Emergency Administration of Public Works, the following provisions are hereby made a part of this Contract:

(1) Compensation of Watchmen. Watchmen shall be paid not less than $13.50 per week. This minimum rate is based on a 40 hour week and where hours are increased, the weekly wage shall be increased in like proportion.

(2) Emergency Work and Work on Sundays and Legal Holidays. Work performed in cases of emergency, and on Sundays and Legal Holidays, shall be governed by the following conditions and provisions:

(a) Legal Holidays are those set by the United States Government as follows: January 1, February 22, May 30, July 4, Labor Day, Thanksgiving Day and December 25.

(b) An emergency shall, in general, be defined as a condition created by the action or reaction of forces beyond the control of those responsible for operations necessary to fulfill the provisions of agreements for construction, demolition, betterments and/or improvements, or where the nature of work is such as to require continuous operation.

(c) Contractors may perform such work as in their opinion is necessary and/or expedient in cases of emergency, but all work performed under such conditions shall be subject to the approval of the representative of the Inspection Division, of P.W.A. Where and whenever possible, authority for emergency work should be obtained from the representative of the Inspection Division in charge, prior to its execution.

(d) Machinery and equipment may be repaired, cleaned or greased on Sunday and Legal Holidays, provided such work is necessary for safe operation, or to avoid delay in general progress on subsequent work days. Authority for such work should be obtained from the representative of the Inspection Division of P.W.A. in charge, prior to its execution.

(e) Watchmen, Police, Foremen, Pumpmen, Floating Equipment Crews, Train Crews, or others, who are obviously necessary to maintain order, protect property or continue operations indispensible to the safety of work in progress, shall be permitted to work on Sundays and Legal holidays.

(f) None of the foregoing conditions or provisions shall be construed to permit any workman or mechanic to work more than the prescribed maximum hours per week, except in emergency cases where there is no feasible and equitable alternative.

(3) Mill and Factory Inspection and Testing of Materials. The Contractor shall notify the P.W.A. State Director a sufficient time in advance of the manufacture or production of materials, to be supplied by him under this contract, in order that the first party may arrange for Mill or Factory inspection and testing of same.

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the first party's representative, or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated on the job.

The Contractor shall also furnish to the first party, in triplicate, certified copies of all required factory and mill test reports.

(4) Classification, Permissible Hours of Work, and Minimum Rates of Pay for Clerical Employees, Messengers, Cooks, Camp Assistants, and Water Boys, Employed on PWA Non-Federal Projects. Clerical employees, messengers, cooks, camp assistants, and water boys, should be classified under those commonly used titles descriptive of duties performed.

Such employees shall not be permitted to work more than 8 hours in any one 24-hour period, or more than 40 hours in any one week, except in cases of emergency, and in special cases where, in the opinion of the PWA State Director conditions are such that the enforcement of this provision would work an undue hardship on the employer. In no event shall they be permitted to work more than 48 hours in any one week. They shall be paid not less than $13.50 per week. This minimum rate is on the basis of a 40-hour week.

In special cases, where the PWA State Director authorizes increased hours, the weekly wage shall be increased in like proportion.

Those in executive, administrative, and supervisory positions of higher category and/or those who are in responsible charge of distinct phases of field office operation, shall receive higher rates of compensation, commensurate with their respective responsibilities.

(5) Compensation of Superintendents and Foremen on PWA Projects. Superintendents and foremen shall receive an hourly rate of compensation at least equal to the hourly wage rate paid employees who work under their direction, up to 40 hours per week.

In the event that superintendents or foremen work more than 40 hours per week, they shall receive at least 50 per cent more than the weekly wage, on a 30-hour basis, of the men working under their immediate direction.

The above are minimum rates only, and shall be determined prior to entering on the work.

(6) Substitution for Patented and Specified Articles. Whenever in the specifications, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words "Or Equivalent", and the contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the contractor is not, in the opinion of the engineer, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the architect or engineer is the equal thereof in every respect.

(7) Pursuant to the provisions of Public Act No. 324, 73rd Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

Section 1. Said Act reads as follows:

"To effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

"Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or sub-contractors on any such building or work, including a provision that each contractor and sub-contractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week."

"Section 2. Each contractor and sub-contractor engaged in the construction, prosecution, or completionof any building or work of the United States orof any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of. . . . .)
County of . . . . .) ss:

I, ...(Name of party signing affidavit). . . . . .(Title), do hereby certify that I am (the employee of). . . . . (Name of contractor or sub-contractor) who supervises the payment of the employees of said contractor (sub-contractor); that the attached payroll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (sub-contractor) for the construction of . . . . . .(project), for the weekly payroll period from the . . . . . day of . . . . . , 193_, to the . . . . . day of . . . . . .193_; that no rebates or deductions from any wages due any such person as set out on the attached payroll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

_____

Sworn to before me this . . . . day of . . . . . .193_.

"Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or sub-contractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the payroll to which it is attached, to the Government Representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

"Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or sub-contractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or sub-contractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or sub-contractor is a corporation, such affidavit shall be executed by its president or a vice-president. In the event that the contractor or sub-contractor is a partnership, such affidavit shall be executed by a member of the firm.

"Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

"Section 6. These regulations shall become effective on January 15, 1935.

PENALTY FOR FALSE CERTIFICATION.

Section 35 of the Criminal Code, as amended, provided a penalty of not more than $10,000 or imprisonment of not more than ten years, or both, for knowingly and wilfully making or causing to be made "any false or fraudulent statements- - - - - - - - - - - or use or cause to be made or used any false - - - - - -account, claim, certificate, affidavit or deposition, knowing the same to contain any fraudulent or fictitious statement - - - - - -"relating to any matter within the jurisdiction of any Governmental department or agency.

FOURTEENTH: It is further understood and agreed that, pursuant to the provisions of Chapter 398 of the 1931 Statutes of the State of California, no person, firm, partnership, association or corporation, or agent thereof, doing any work as a contractor or sub-contractor upon any public work being done for or under the authority of this State, or any officer or department thereof, or for or under the authority of any county, city and county, city, town, township, district, or any other political subdivision thereof, or any officer or department thereof, shall knowingly employ or cause or allow to be employed thereon any alien - meaning thereby any person not a born or fully naturalized citisen of the United States - except in cases of extraordinary emergency caused by fire, flood, or danger to life or property, or except to work upon public military or naval defences or works in time of war; provided, however, that within thirty (30) days after any alien is permitted to work thereon due to extraordinary emergency, the contractor doing the work, or his authorized agent, shall file with the officer of public body awarding the contract a report, verified by his oath, setting forth the nature of the said emergency and containing the name of the said alien and each date he was permitted to work, and failure to file said report within the said time shall be prima facie evidence that no such extraordinary emergency existed. Such contractor and each sub-contractor shall also keep, or cause to be kept, an accurate record showing the names and citizenship of all workers employed by him, in connection with the said public works, which record shall be open at all reasonable hours to the inspection of the officer or public body awarding the contract, his or its deputies and agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

It is hereby further understood and agreed that for each violation of the above stipulation, said contractor shall forfeit to the City of San Diego as a penalty the sum of ten (10) dollars for each alien knowingly employed in the execution of this agreement, by him or by any sub-contractor under him, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation of this stipulation and the provisions of said Chapter 398 of the 1931 Statutes of the State of California.

FIFTEENTH: Pursuant to the statutes of the State of California, and/or local laws thereto applicable, the Council of the City of San Diego has ascertained and determined the general prevailing rate of per diem wages, and rates for overtime and legal holidays, in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute the contract. The prevailing rates as determined are as follows:

Trade or Occupation	Per Diem Wage	Hourly Wage Rate	Rates for Legal Holidays & Overtime
Auto Mechanic	$6.00	$ .75	Time & one-half
Blacksmiths	6.00	.75	do
Blade Men	6.00	.75	do
Backfill Machine Operators	6.00	.75	do
Bulldozer Operators	6.00	.75	do
Carpenters	8.00	1.00	do
Caulkers	6.60	.82-1/2	do
Cement Finishers	8.00	1.00	do
Clerks	6.00	.75	do
Compressor Operators	6.00	.75	do
Concrete Mixermen	5.00	.62-1/2	do
Concrete Spreaders	5.00	.62-1/2	do
Concrete Tampers	5.00	.62-1/2	do

Cooks	5.20	.65	do
Crane Operators	9.00	1.12-1/2	do
Dragline Operators	9.00	1.12-1/2	do
Drillers	7.00	.87-1/2	do
Drill Sharpeners	6.00	.75	do
Electricians	9.00	1.12-1/2	do
Flunkeys	4.00	.50	do
Gunite Mixermen	5.00	.62-1/2	do
Gunite Nozzelmen	8.00	1.00	do
Gunmen	6.00	.75	do
Hoist Operators	8.80	1.12-1/2	do
Laborers, Common	5.00	.62-1/2	do
Materialmen	6.00	.75	do
Mechanics	6.00	.75	do
Mechanic Trouble Shooters	6.00	.75	do
Painters	8.00	1.00	do
Pipe Layers	5.00	.62-1/2	do
Pipe Fitters	8.80	1.10	do
Pipe Wrappers	5.60	.70	do
Powdermen	6.00	.75	do
Pump Men	6.00	.75	do
Reinforcing Steel Workers (Placers and Tiers)	8.00	1.00	do
Road Grader Operators	6.00	.75	do
Shovel Operators: 1 yard or over	10.00	1.25	do
Under 1 yard	8.00	1.00	do
Shovel Cranesmen	6.00	.75	do
Shovel Firemen	5.20	.65	do
Shovel Oilers	6.00	.75	do
Teamsters	5.00	.62-1/2	do
Tractor Operators over 50 H.P.	6.00	.75	do
Tractor Operators under 50 H.P.	6.00	.75	do
Timekeepers	6.00	.75	do
Trenching Machine Operators	8.00	1.00	do
Truck Drivers under 15,500 pounds	5.44	.68	do
Truck Drivers over 15,500 pounds	6.00	.75	do
Watchmen	4.00	.50	do
Welders	8.00	1.00	do
Yarners	5.20	.65	do

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than $5.00 per diem of 8 hours.

"Regardless of the determination by the Council of the City of San Diego of the general prevailing rate of per diem wages pursuant to the Statutes of the State of California and the Charter of the City of San Diego, and regardless of the schedule of such wage rates hereinabove set forth, inasmuch as this contract involves the use of funds provided through the Federal Emergency Administration of Public Works, under the National Industrial Recovery Act, for the purpose of performing the work under this contract, the contractor and all subcontractors under him shall pay to each workmen or mechanic directly employed on this work not less than the rates of pay set forth in the following schecule:"

EL CAPITAN-LAKESIDE PIPE LINE

Trade or Occupation	Per Diem Wage	Hourly Wage Rate	Rates of Legal Holiday & Overtime
Auto Mechanic	$8.80	$1.10	Time & One-half
Blacksmiths	8.80	1.10	do
Blade Men	6.00	.75	do
Backfill Machine Operators	6.00	.75	do
Bulldozer Operators	6.00	.75	do
Carpenters	8.80	1.10	do
Caulkers	6.60	.82-1/2	do
Cement Finishers	8.80	1.10	do
Clerks	6.00	.75	do
Compressor Operators	6.00	.75	do
Concrete Mixermen	8.80	1.10	do
Concrete Spreaders	5.00	.62-1/2	do
Concrete Tampers	6.00	.62-1/2	do
Cooks	5.20	.65	do
Crane Operators	9.00	1.12-1/2	do
Dragline Operators	9.00	1.12-1/2	do
Drillers	7.00	.87-1/2	do
Drill Sharpeners	6.00	.75	do
Electricians	9.00	1.12-1/2	do
Flunkeys	4.00	.50	do
Gunite Mixermen	5.00	.62-1/2	do
Gunite Nozzlemen	8.80	1.10	do
Gunmen	6.00	.75	do
Hoist Operators	8.80	1.12-1/2	do
Laborers, Common	5.00	.62-1/2	do
Materialman	6.00	.75	do
Mechanics	8.80	1.10	do
Mechanic Trouble Shooters	8.80	1.10	do
Painters	8.80	1.10	do
Pipe Layers	5.00	.62-1/2	do
Pipe Fitters	8.80	1.10	do
Pipe Wrappers	5.60	.70	do
Powdermen	6.00	.75	do
Pump Men	6.00	.75	do
Reinforcing Steel Workers (Placers and Tiers)	8.80	1.10	do
Road Grader Operators	6.00	.75	do
Shovel Operators: 1 yard or over	10.00	1.25	do
Under 1 yard	8.80	1.10	do
Shovel Cranesmen	6.00	.75	do
Shovel Firemen	5.20	.65	do
Shovel Oilers	6.00	.75	do

Teamsters	$5.00	$ .62-1/2	do
Tractor Operators over 50 H.P.	6.00	.75	do
Tractor Operators under 50 H.P.	6.00	.75	do
Timekeepers	6.00	.75	do
Trenching Machine Operators	8.80	1.10	do
Truck Drivers under 15,500 pounds	5.44	.68	do
Truck Drivers over 15,500 pounds	6.00	.75	do
Watchmen	4.00	.50	do
Welders	8.80	1.10	do
Yarners	5.20	.65	do

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than $5.00 per diem of 8 hours.

The foregoing schedule of per diem wages is based upon a working day of 8 hours. The hourly wage rate prescribed hereinabove is the per diem rate divided by the aforementioned number of hours constituting the working day.

It shall be mandatory upon the contractor herein, and upon all sub-contractors under him, to pay not less than the rates of per diem wages and rates for legal holiday and overtime work, above specified, to all laborers, workmen and mechanics employed in the execution of the contract.

It is hereby further agreed that said contractor shall forfeit to the City of San Diego, as a penalty, ($10) ten dollars for each laborer, workman or mechanic employed for each calendar day or proportion thereof, such laborer, workman, mechanic is paid less than the said stipulated rates for any work done under this contract, by him or by any sub-contractor under him. The contractor, and each sub-contractor, shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with the execution of this contract or any sub-contracts thereunder, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City of San Diego, awarding this contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

Regardless of the requirement for the payment of the general prevailing rate of per diem wages, determined by the public body awarding the contract for this work, pursuant to any state statute and/or local law thereto applicable, and regardless of any schedule of such wage rates set forth in the advertisement for bids and/or the specifications for said work, inasmuch as this project involves the use of funds provided through the Federal Emergency Administration of Public Works under the National Industrial Recovery Act, it shall be mandatory upon the Contractor, and upon all sub-contractors, to pay to all employees directly employed on this work, in no event, less than the minimum wage rates prescribed by the Federal Emergency Administration of Public Works, viz:

For skilled labor . . . . . .$1.10 per hour
For unskilled labor . . . . . .45 per hour

as in Paragraph 2 of P.W.A. Construction Regulations specified, and which regulations are set out in Article VIII hereof.

Any intermediate wage scale or semi-skilled rates hereinabove set forth shall not lessen the force and effect of said Paragraph 2 of said P.W.A. Construction Regulations. In case of dispute as to the wages on this project, the wage scale will be subject to review by the Board of Labor Review.

SIXTEENTH: It is further understood and agreed that, in accordance with the provisions of Section 653c of the Penal Code of the State of California, eight hours' labor shall constitute a day's work, and no laborer, workman or mechanic in the employ of said Contractor, or any subcontractor, doing or contracting to do any part of the work contemplated by this agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life and property; provided, however, that within thirty (30) days after any employee is permitted to work over eight (8) hours in one calendar day due to such extraordinary emergency, the Contractor doing the work, or his duly authorized agent, shall file with the City of San Diego, a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day; and the Contractor, and each sub-contractor, shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this agreement, which record shall be open at all reasonable hours to the inspection of the City of San Diego or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the City of San Diego the sum of ten (10) dollars for each laborer, workman, or mechanic employed in the execution of this contract by him 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 eight (8) hours in violation of this stipulation.

SEVENTEENTH: IT IS FURTHER UNDERSTOOD AND AGREED, That in accordance with the provisions of "An Act to require the use of materials and supplies substantially produced in the United States in public works and for public purposes (Approved May 3, 1933, Stats. of 1933 @ Page 732) 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 this contract, unless any such articles, materials, or supplies, of the class or kind to be used or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States. The term "United States", as used in this provision, means the United States of America, and includes any Territory or insular possession of the United States. (This section supersedes Paragraph 9 - Construction Regulations.)

EIGHTEENTH: It is further understood and agreed, that, pursuant to the provisions of Chapter 1039 of the 1933 Statutes of the State of California, known as the California Industrial Recovery Act, the contractor shall give a preference of 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 any similar law of the State of California, 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.

NINETEENTH: It is also understood and agreed, that the time limit for the completion of said work is 240 days, and should said work not be completed, or not be completed to the satisfaction of the City of San Diego, at the time hereinabove stated, there will be deducted from the final payment thereof the sum of $100.00 per day as liquidated damages and not as a penalty for each day's delay after the expiration of such period until the final acceptance of the work by said City of San Diego and its delivery to said owner.

TWENTIETH: This Contract shall not be effective until it has been approved as to final execution by the State Director, P.W.A.

TWENTY-FIRST: 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.

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.

CONSOLIDATED STEEL CORPORATION, LTD.
A. G. ROACH, Vice Pres.
Contractor

(SEAL) ATTEST:
H. C. CRANFILL, Asst. Secy.
(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

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

On this 24th day of February, A.D. 1936, before me, J. D. Trimmell a Notary Public in and for the said County and State, personally appeared A. G. Roach, known to me to be the Vice President, and H. C. Cranfill, known to me to be the Ass't. Secretary of the Consolidated Steel Corporation, Ltd. 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.

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

(SEAL)
My Commission Expires,
March 13, 1939.

I hereby approve the form and legality of the foregoing contract this 25 day of Feb.1936.
C. L. BYERS
City Attorney of the City of San Diego.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Council of the City of San Diego, by Resolution No. 64024, passed February 18, 1936, awarded to CONSOLIDATED STEEL CORPORATION, LTD., hereinafter designated as the 'Principal,' a Contract for constructing a "Portion of El Capitan-Lakeside Pipe Line"; and

WHEREAS, said principal is required under the terms of said contract to furnish a Bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal, and PACIFIC INDEMNITY COMPANY a California 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, hereinafter called the 'City,' in the penal sum of FOUR HUNDRED TWELVE THOUSAND THREE HUNDRED FIFTY-NINE & 85/100 Dollars ($412,359.85), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents, as follows:

The principal and PACIFIC INDEMNITY COMPANY as surety, jointly and severally in the sum of THREE HUNDRED NINE THOUSAND TWO HUNDRED SIXTY-NINE & 89/100 Dollars ($309,269.89), and no more;

The principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY, as Surety, jointly and severally in the sum of ONE HUNDRED THREE THOUSAND EIGHTY-NINE & 86/100 Dollars ($103,089.96), and nor more;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless The City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said sureties, for value received, hereby stipulate and agree that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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.

This bond shall not be effective until it has been approved as to final execution by the State Director P.W.A.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 24th day of February, 1936, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONSOLIDATED STEEL CORPORATION, LTD.
Principal.

(SEAL) ATTEST:
H. C. CRANFILL, Asst. Secy.

By A. G. ROACH, Vice Pres.

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

On this 24th day of February, A.D. 1936, before me, J. D. Trimmell a Notary Public in and for the said County and State, personally appeared A. G. Roach, known to me to be the Vice President, and H. C. Cranfill, known to me to be the Ass't. Secretary of the CONSOLIDATED STEEL CORPORATION, LTD. 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.

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

(SEAL)
My Commission Expires,
March 13, 1939.

PACIFIC INDEMNITY COMPANY, Surety
By M. F. DOYLE
Attorney-in-Fact.

(SEAL)

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

On this 24th day of February in the year one thousand nine hundred and 36 before me, Atala M. Carter a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, M. F. Doyle 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 M. F. Doyle 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
Notary Public in and for Los Angeles County,
State of California.

(SEAL)
My Commission Expires,
May 28, 1938.

MASSACHUSETTS BONDING AND INSURANCE COMPANY.
Surety

By FRANK L. HEMMING
Attorney-in-Fact.

(SEAL)

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

On this 24th day of February in the year one thousand nine hundred and thirty-six, before me L. A. Mould, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Frank L. Hemming 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.

L. A. MOULD
Notary Public in and for said County and State.

(SEAL)
My Commission Expires,
Oct. 11, 1938.

I hereby approve the form of the within bond this 25 day of Feb., 1936.

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 25th day of February, 1936.

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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 64024, passed February 18, 1936, has awarded to CONSOLIDATED STEEL CORPORATION, LTD., hereinafter designated as the 'Principal,' a Contract for constructing a "Portion of El Capitan-Lakeside Pipe Line"; and

WHEREAS, said Principal is required to furnish a Bond in connection with said Contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams 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 Sureties on this Bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we the Principal, and PACIFIC INDEMNITY COMPANY, a California 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, hereinafter called the 'City' in the penal sum of TWO HUNDRED SIX THOUSAND ONE HUNDRED EIGHTY AND NO/100 Dollars ($206,180.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents, as follows:

The principal and PACIFIC INDEMNITY COMPANY, as surety, jointly and severally in the sum of ONE HUNDRED FIFTY-FOUR THOUSAND SIX HUNDRED THIRTY-FIVE & NO/100 Dollars ($154,635.00), and no more;

The principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY as surety, jointly and severally in the sum of FIFTY-ONE THOUSAND FIVE HUNDRED FORTY-FIVE & NO/100 dollars ($51,545.00), and no more;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an act of the Legislature of the State of California, entitled, 'An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto,' approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Sureties will pay the same in or to any amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said sureties, for value received, hereby stipulate and agree that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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.

This bond shall not be effective until it has been approved as to final execution by the State Director P.W.A.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 24th day of February, 1936, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONSOLIDATED STEEL CORPORATION, LTD.
Principal.
By A. G. ROACH, Vice Pres.
H. C. CRANFILL, Asst. Secy.

(SEAL)

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

On this 24th day of February, A.D., 1936, before me, J. D. Trimmell a Notary Public in and for the said County and State, personally appeared A. G. Roach, known to me to be the Vice President, and H. C. Cranfill, known to me to be the Ass't. Secretary of the CONSOLIDATED STEEL CORPORATION, LTD. 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.

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

(SEAL)
My Commission Expires,
March 13, 1939.

PACIFIC INDEMNITY COMPANY, Surety.
By M. F. DOYLE
Attorney-in-Fact.

(SEAL)

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

On this 24th day of February in the year one thousand nine hundred and 36, before me, Atala M. Carter a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, M. F. Doyle 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 M. F. Doyle 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
Notary Public in and for Los Angeles County,
State of California.

(SEAL)
My Commission Expires,
May 28, 1938.

MASSACHUSETTS BONDING AND INSURANCE COMPANY.
Surety
By FRANK L. HEMMING
Attorney-in-Fact.

(SEAL)

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

On this 24th day of February in the year one thousand nine hundred and thirty-six, before me L. A. Mould, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Frank L. Hemming 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.

L. A. MOULD
Notary Public in and for said County and State.

(SEAL)
My Commission Expires,
Oct. 11, 1938.

I hereby approve the form of the within bond this 25 day of Feb., 1936.

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 25th day of February, 1936.

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

FEDERAL EMERGENCY
ADMINISTRATION OF
PUBLIC WORKS.
Examined by:
CWS.3/3/36
R.L.H.3/4/36.
APPROVED A.D.WILDER
State Director (Calif.)
By A. J. WAGNER. 3/4/36.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract Agreement between Consolidated Steel Corporation Ltd., and the City of San Diego, California for El Capitan-Lakeside Pipe Line construction. Being Document No. 296793.

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

By Helen M. Willis Deputy.

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code, the Department shall expend or cause to be expended within the cities of this state, from the State highway fund, an amount equal to the net revenue derived from one-quarter cent per gallon tax on motor vehicle fuel, upon Streets of major importance, other than State highways, as are agreed upon by the Department and the legislative body of the city, in the proportion that the total population of each city bears to the total population of all cities in this state; and

WHEREAS, the City has prepared and submitted to the Department a proposed budget showing the estimated expenditure of such funds recommended to be made during the fiscal year ending June 30, 1936, as required by Section 197 of the Streets and Highways Code;

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 Department do hereby mutually agree as follows:

ARTILCE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute those items of the budget heretofore submitted by the City which have been, and are hereby, approved by the Department:

Project	Location	Description	1/4¢ for City Streets	1/4¢ for ST.Hwys.	State Highway Fund	City Fund
1.	El Cajon Avenue, Rt. 12, from Texas St. to Euclid Street.	Paving	$ 50,000	$107,290	$ 94,000	
2.	Main Street, Route 2, from 32nd Street to Division Street.	Widen to 40' and resurface pavement:				
		Surveys and plans	2,000			$ 1,000
		Construction	33,175			
		Totals	$ 85,175	$107,290	$ 94,000	$ 1,000

ARTICLE II. SURVEYS AND PLANS

The City will make a portion of the necessary surveys and plans for the work hereinabove designated under Project 2.

The City will furnish funds for the portion of such surveys and plans, and no part of the cost incurred by the City will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

The Department will make a portion of the necessary surveys and plans for the work hereinabove described as Project 2. The cost thereof will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE III. CONSTRUCTION

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 1 and 2 of Article I hereof, 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 Department.

Any equipment furnished by the State for Projects 1 and 2 will be charged for at the rental rates established by the Department.

The work on Projects 1 and 2 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 Department.

ARTICLE IV. FUNDS

Funds budgeted to defray the cost of the Projects described in Article I hereof are available from the revenue accruing for expenditure within the City during the fiscal year ending June 30, 1936, under the provisions of Section 194 of the Streets and Highways Code, estimated in the amount of $85,175;

The amount of $85,175 is budgeted to defray the cost of projects payable from funds of the 1/4 cent gas tax allocation accruing pursuant to the provisions of Section 194 of the Streets and Highways Code as listed in Article I, in addition to the amount of $107,290 available under the provisions of Section 203 of the Streets and Highways Code, funds in the amount of $94,000 allocated by the California Highway Commission, from the State Highway Fund, and from funds to be furnished by the City in the amount of $1,000.

The annual revenue and the amounts provided for each project as set forth in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the various projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The Department will pay the cost of Projects 1 and 2 and will charge the amount to the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE V. FINAL REPORT

The Department will furnish a like report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon Streets of Major Importance, for the information of the City.

Within sixty days after the completion of the work on Projects 1 and 2 as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VI. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this agreement. The City will, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 19th day of February, 1936, and the Department on the 2nd day of March, 1936.

CITY OF SAN DIEGO
By R. W. FLACK, City Mgr.

STATE OF CALIFORNIA (SEAL)
DEPARTMENT OF PUBLIC WORKS
EARL LEE KELLY, Director of Public Works.

Approved:
G. H. McCOY
Assistant State Highway Engineer
APPROVED:
C. C. CARLETON
Chief Attorney
APPROVAL RECOMMENDED:
I. G. THOMAS
Asst. Engineer of City and
Cooperative Projects.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Expenditure of the 1/4 Cent Fund on Streets of Major Importance in the City of San Diego, California. Being Document No. 296780.

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

By Helen M. Willey Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 9th day of March, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation within the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter called "the City," and HOLLYWOOD BASE BALL CLUB, a private corporation organized and existing under and by virtue of the laws of the State of Utah, as Lessee, hereinafter called "the Corporation," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the property, equipment 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 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, said property, rights and privileges being particularly described as follows, to-wit:

Beginning at the intersection of the northerly line of Broadway with the westerly line of Atlantic Street, as the said intersection is shown on Municipal Tidelands Subdivision Tract No. 1 filed in the office of the City Clerk of the City of San Diego as Document No. 100007; thence westerly along the northerly line of Broadway a distance of 30.07 feet to an intersection with the westerly line of Pacific Highway (formerly Atlantic Street), as said Atlantic Street was dedicated May 23, 1935, by Resolution No. 108 by the Harbor Commission of the City of San Diego; thence north 0° 01' 40" east along the west line of said Pacific Highway a distance of 89 feet to the true point or place of beginning; thence continuing north 0° 01' 40" east along the west line of Pacific Highway a distance of 511 feet to a point; thence north 89° 58' 20" west a distance of 417.95 feet to a point; thence south 0° 01' 40" west, a distance of 260 feet to a point; thence north 89° 58' 20" west a distance of 50 feet to a point; thence south 0° 01' 40" west a distance of 66.6 feet to a point; thence south 89° 58' 20" east a distance of 19 feet to a point; thence south 0° 01' 40" west a distance of 105 feet to a point on a curve concave to the northeast having a radius of 252.04 feet, the center of which bears north 67° 55' 26" east; thence southeasterly along the arc of said curve an arc distance of 235.81 feet to an intersection with a line parallel to and distant 19 feet northerly from the northerly line of Broadway; thence south 89° 58' 20" east on a line parallel to and distant 19 feet northerly from the north line of Broadway a distance of 190.3 feet to a point; thence north

51° 18' 52" east a distance of 111.93 feet to the true point or place of beginning; containing 242,350 square feet, or 5.563 acres, of land.

Said above described lands being officially named "Lane Field", and shown and designated upon the plat marked Exhibit "A", attached hereto and made a part of this lease.

Said property, equipment and appurtenances consist of a park with a grass field, together with a grand stand with an approximate seating capacity of 5000; bleachers, having a seating capacity of approximately 5500; and a complete lighting system adequate for the playing of night baseball; all suitable for AA baseball.

TO HAVE AND TO HOLD the said premises, equipment and appurtenances, together with the rights and privileges expressed herein, or necessarily inferred therefrom, unto the said Hollywood Base Ball Club, for the period of five (5) years commencing on the 1st day of April, 1936, and ending on the 31st day of March, 1941, at and for the following rentals, to-wit:

Three thousand dollars ($3000.00) per year for the first, second and third years of said term;

Thirty-five hundred dollars ($3500.00) per year for the fourth year of said term;

Four thousand dollars ($4000.00) per year for the fifth year of said term.

Said rentals shall be payable in equal monthly installments in advance on the first day of each and every month during said term.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Corporation have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission of the City of San Diego, evidenced by resolution regularly adopted; provided, however, that in event the corporate name of the lessee shall be changed and it shall be necessary to transfer this lease to such new corporate name, such a transfer shall not require the consent of the Harbor Commission; provided, further, anything to the contrary to this paragraph notwithstanding, that the Corporation shall have the right to issue permits or licenses to persons, associations, corporations or groups for the temporary use and occupation of the leased premises or parts thereof for the purpose of conducting athletic or recreational events or other amusement activities without the necessity of obtaining the consent of the Harbor Commission therefor. The granting of any such permits or licenses shall not, however, be of a permanent nature, nor shall they in any degree whatsoever relieve or absolve the lessee from any obligation or responsibility imposed upon it under the terms of this lease.

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, during the term of this lease, shall be the home field or park of a Pacific Coast League baseball team; and that Pacific Coast League baseball games shall be played upon said premises during each season of the term of this lease; provided, however, that in event the present league known as the Pacific Coast Baseball League shall be dissolved and in lieu thereof another baseball league shall be established, then the lessee shall be required to use the demised premises as the home park or field of a member team of such new league, and each season during the term of this lease to play thereon baseball games between the teams belonging to said new league.

(2) In addition to the primary uses and purposes contained in the immediately preceding paragraph, the lessee may use said demised premises generally for the purpose of conducting football games, athletic and recreational events, and other amusement activities.

(3) That the lessee, except as hereinafter expressly provided, assumes the full obligation and responsibility and expense of maintaining the said premises, together with the structures and equipment thereon in a condition equal to that in which the same are at present, ordinary wear and tear excepted; and that at no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased premises and/or any additions to or repairs of the structures or equipment thereon. Provided, however, that in event of the destruction of or serious injury to said structures and equipment by fire or earthquake to such an extent as to render said premises unfit for the purposes for which the same are leased, the City at its option may rebuild and restore such destroyed or damaged structures or equipment; and if it elects so to do shall proceed with and carry to completion the work with all reasonable dispatch; and during the interval of such reconstruction or repair and until the demised premises are placed on a condition suitable for the uses of the lessee as herein contemplated, the lessee shall be absolved from the proportionate amount of rent payable hereunder. If the City shall not elect to restore or repair any such damage as aforesaid, then and in that event this lease shall terminate, and the lessee shall upon such termination have no further rights or obligations hereunder save and except the obligation to pay any portion of the rentals due and payable by it up to the date of the occurrence of said destruction or damage. The City shall within thirty (30) days from the occurrence of any such destruction or damage notify the lessee in writing whether the City intends to restore and/or repair any such destruction or damage, or whether it elects to terminate this lease. The failure of the City to give such notice within said time may be treated by the lessee as a termination of the lease.

(4) In the event that the lessee shall fail to comply with the conditions contained in paragraphs numgered 1 and 2 hereof regarding the purposes for which it is to use the demised premises, or shall fail or refuse to perform any of the other obligations by it under this lease undertaken, then this lease shall terminate, and the said lessee shall remove from the demised premises and shall 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 property, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee in accepting this lease acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of the lessee to comply with the terms and conditions hereinbefore mentioned.

(5) 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 that at the expiration of the term of this lease, if the lessee shall have faithfully performed all the terms, conditions and obligations of this lease, it shall be entitled to an extension of said term for an additional period of ten (10) years, upon the same terms and conditions as are herein contained, save only that the amount of rental to be paid for such extended term shall be fixed by agreement between the City and the lessee, and if such agreement cannot be reached then the rental shall be determined by arbitration, the City selecting one arbitrator, the lessee one arbitrator, and the two so selected shall name a third. Provided, however, that the rentals, whether fixed by agreement or by arbitration, as herein provided, shall not be less than four thousand dollars ($4000.00) per year nor more than seventy-five hundred dollars ($7500.00) per year for the first five (5) years of the extended term, and that the rentals shall not be less then four thousand dollars ($4000.00) per year nor more than ten thousand dollars ($10,000.00) per year for the second five (5) years of said extended term.

If the lessee shall desire and intend to avail itself of the right herein reserved to such extended term, it shall notify the City in writing thereof at least ninety (90) days prior to the expiration of the five-year term of this lease. The failure of the lessee so to do shall relieve the City from any obligation to make such extension.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Corporation, lessee as aforesaid, has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, the day and year 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 KLICKA
Members of the Harbor Commission
of the City of San Diego.

HOLLYWOOD BASE BALL CLUB
By H. W. LANE

ATTEST: C. A. BAUM

I hereby approve the form of the foregoing Lease, this 2d day of March, 1936.

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

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES, } ss

On this 9th day of March, A.D. 1936, before me, Elisha J. Benton, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. W. Lane, known to me to be the President, and C. A. Baum known to me to be the Secretary, of HOLLYWOOD BASE BALL CLUB, 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.

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

(SEAL) NP#2338
My Commission Expires
March 28, 1936.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with Hollywood Base Ball Club. Being Document No. 296860.

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

By Helen M Willig Deputy.

COOPERATIVE AGREEMENT
FOR INVESTIGATION OF SURFACE WATER RESOURCES Surface Water

THIS AGREEMENT is entered into as of the 27 day of February, 1936, by the UNITED STATES GEOLOGICAL SURVEY, party of the first part, and the CITY OF SAN DIEGO, party of the second part.

1. The parties agree, subject to the availability of appropriations, that, in accordance with their respective authorities, there shall be maintained in cooperation an investigation of the surface water resources of San Diego County, California, during the period from July 1, 1935 to June 30, 1936.

2. The following amounts shall be contributed for the purposes of this investigation to cover all of the cost of the necessary field and office work, including the administrative, technical, and clerical work directly related to this investigation incurred in the offices of the cooperating parties, but excluding any general administrative or accounting work in the office of either party, and excluding the cost of publication, by either party, of the results of the investigations:

(a) $2,925 by the party of the first part during the period from July 1, 1935 to June 30, 1936 of which amount not to exceed 6 percent may be held in abeyance for adjustments necessary to meet appropriations.

(b) $3,900 by the party of the second part during the period from July 1, 1935 to June 30, 1936.

3. Expenses incurred in the performance of this investigation may be paid by either party in conformity with the laws and regulations respectively governing each party, provided that so far as may be mutually agreeable all expenses shall be paid in the first instance by the party of the first part with appropriate reimbursement thereafter by the party of the second part. Each party to the cooperation shall furnish to the other party such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

4. The field and office work pertaining to this investigation shall be under the direction of an authorized representative of the party of the first part, who shall supervise the work and certify to the expenditures of the funds contributed by both parties.

5. The areas to be investigated and the scope of the investigation shall be determined by mutual agreement between the parties hereto or their authorized representatives and the methods of investigation shall be those usually followed by the party of the first part subject to modification by mutual agreement.

6. During the progress of the work all operations and records of either party shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement on formal notice.

7. The original records shall be deposited with the party of the first part and shall become part of the official records. Official copies of all records of the investigation shall be furnished on request to the party of the second part.

8. The results of the work contemplated in this agreement shall be published in the regular official reports of the party of the first part. The party of the second part reserves the right to publish all results of said investigations, it being understood that at least sixty days notice shall be given the party of the first part for the proper assembling and compiling of any data desired for reports by the party of the second part. Publications by either shall contain a statement of the cooperative relation between the parties hereto.

9. The following river-measurement stations are to be installed: Santa Ysabel Creek near Sutherland; San Vicente Creek near Foster; Campo Creek near Campo; Cottonwood Creek above Rio del Tecate; Rio del Tecate near mouth; Tijuana River near Nestor.

10. Any funds of the City of San Diego unexpended June 30, 1936, will be returned to the City of San Diego upon request.

UNITED STATES GEOLOGICAL SURVEY MAR 5 1936
By W. C. MENDENHALL, Director

CITY OF SAN DIEGO, CALIFORNIA.
By R. W. FLACK, City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cooperative Agreement with U.S.Geological Survey for additional stream gauging stations. Being Document No. 296877.

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

By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE ELGIN SWEEPER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, as Principal, and AMERICAN SURETY 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 One Thousand Eight Hundred Thirteen Dollars ($1,813.00), 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 March, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 16th day of March, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1 - Model D, Series 20, Elgin Motor Street Sweeper, 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.

THE ELGIN SWEEPER COMPANY,
By A. P. KRANSMAN, Vice-Pres.
(SEAL) ROY J. MASSA, Secretary.

AMERICAN SURETY COMPANY OF NEW YORK, Surety
By B. H. DAVENPORT, Res.Vice Pres.
(SEAL) Attest: F. W. MORRASY, Res.Asst.Secy.

Countersigned at Los Angeles,Cal.
By A. I. ZIMMERMAN, Res.Vice Pres.

I hereby approve the form of the foregoing bond this 16th day of March, 1936.
C. L. BYERS, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I hereby approve the foregoing bond this 16th day of March, 1936.
R. W. FLACK, City Manager.

STATE OF ILLINOIS,)
COUNTY OF COOK,) ss

I, B. Goodstein, a Notary Public of Cook County in the State of Illinois, do hereby certify that B. H. Davenport Resident Vice-President and F. W. Morrasy Resident Assistant Secretary of the American Surety Company of New York, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Resident Vice-President and Resident Assistant Secretary, respectively, of said American Surety Company of New York, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Resident Vice-President and Resident Assistant Secretary respectively, and as the free and voluntary act of said American Surety Company of New York, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago, on this 11th day of March, A.D. 1936.

(SEAL) B. GOODSTEIN, Notary Public

Authority of Signers for Surety
Transcript from the Record Book of the Board of Trustees
AMERICAN SURETY COMPANY OF NEW YORK.

"A meeting of the Board of Trustees of AMERICAN SURETY COMPANY OF NEW YORK was held at the office of the Company, No. 100 Broadway, New York City, on Tuesday, January 15, 1935, at twelve o'clock noon.

"Upon motion duly made, seconded and unanimously carried, the following Resident Officers were elected, to hold office until their respective successors shall have been duly chosen and shall qualify, or until they shall resign or be removed as provided in the By-Laws:

Place	Resident Vice Presidents	Resident Assistant Secretaries
Chicago, Ill.	George W. Blossom	M. Berg
	B. H. Davenport	B. H. Davenport
	A. T. Dobson	A. T. Dobson
	Walter C. Gielow	A. M. Dvorak
	William E. Higbee	R. F. Goodspeed
	J. L. Maehle	B. Goodstein
	F. W. Morrasy	I. C. Lesch
	L. D. Stitt	J. L. Maehle
	F. E. Wallis	F. W. Morrasy
		Joseph B. Nickels
		Frederic F. Norcross
		F. E. Wallis

"The following resolution was duly adopted:

"RESOLVED, That the President, the Vice Presidents and the Resident Vice Presidents be, and they hereby are, and each of them is hereby authorized and empowered to execute and deliver any and all surety bonds and undertakings for or on behalf of this Company, in its business and in accordance with its Charter; such bonds and undertakings to have in every instance, however, the seal of this Company affixed thereto, and to be attested by the signature of the Secretary, an Assistant Secretary, or a Resident Assistant Secretary of this Company."

STATE OF ILLINOIS,)
COUNTY OF COOK,) ss

I, E. E. WALLIS Resident Assistant Secretary of AMERICAN SURETY COMPANY OF NEW YORK, do hereby certify that the foregoing transcripts from the Record Book of the Board of Trustees of AMERICAN SURETY COMPANY OF NEW YORK are correct transcripts from said Record Book; I further certify that the foregoing transcript of resolution is a just, true, correct and complete copy of the original thereof; that the said resolution has not been revoked or rescinded and that the authority of the Resident Vice President and the Resident Assistant Secretary, listed above, who executed the bond to which this Certificate is attached, is in full force and effect as of this date.

Given under my hand and the seal of the Company, at Chicago, Ill. this 11th day of March, 1936.

F. E. WALLIS
Resident Assistant Secretary.

(SEAL)

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 16th day of March, 1936, by and between 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 ELGIN SWEEPER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, f.o.b. San Diego, one (1) Model D, Series 20, Elgin Motor Street Sweeper, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296412.

Said contractor agrees to furnish and deliver said equipment hereinabove described within fourteen days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment at and for the price of Seven Thousand Two Hundred Fifty Dollars ($7,250.00). Said price does not include 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 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 Thousand Two Hundred Fifty Dollars ($7,250.00), 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 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 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. 64118 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.

THE ELGIN SWEEPER COMPANY, Contractor
By A. P. KRANSMAN, Vice-Pres.
ROY M. MASSA, Secretary.

(SEAL)

I hereby approve the form of the foregoing Contract this 16th day of March, 1936.
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 The Elgin Sweeper Co. for one Street Sweeper for the City of San Diego, California. Being Document No. 296898.

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

By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, AMERICAN CONCRETE & STEEL PIPE COMPANY, a corporation, as principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organizedd 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 Fifty-five Dollars ($455.00), 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 March, 1936.

THE CONDITIONS OF the above and foregoing obligation are such, that whereas, the said principal on the 9th day of March, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City fifteen sets of 54" concrete pipe forms in four-foot lengths, complete for the manufacture of 808 feet of 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 9th day of March, 1936.

AMERICAN CONCRETE & STEEL PIPE COMPANY,
By B. V. PRIMMER, Dist. Mgr.

FIDELITY & DEPOSIT COMPANY OF MARYLAND
By DONALD C. BURNHAM, Attorney-in-Fact.
By H. G. MALM, Agent.

(SEAL)

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

On this 9th day of March, 1936, 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.

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

(SEAL)
My Commission Expires,
June 15, 1938.

I hereby approve the form of the within Bond this 10th day of March, 1936.
C. L. BYERS, City Attorney
By H.B.DANIEL, Asst.

I hereby approve the foregoing Bond this ___ day of March, 1936.
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 March, 1936, by and between 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. San Diego, California:

15 Sets 54" concrete pipe forms, in four-foot lengths, including all reinforcing steel, spacebars and chairs required to make 808' of poured reinforced concrete pipe, medium reinforcing;

All in accordance with the specifications therefor contained in Document No. 296413, 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, one experienced superintendent who shall be in immediate charge of the work and direct the manufacture of said 808 feet of 54" reinforced concrete pipe.

Said contractor agrees to furnish and deliver said 15 sets of 54" concrete pipe forms, hereinabove described, within 5 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said 15 sets 54" concrete pipe forms, including all reinforcing steel, spacebars and chairs required to make 808 feet of poured reinforced concrete pipe, medium reinforcing, at and for the sum of Two and 25/100 Dollars ($2.25) per foot of pipe made. Said price does not include 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 reinforced concrete pipe, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two and 25/100 Dollars ($2.25) per foot of pipe made; said payments to be made as follows:

Upon delivery of said pipe forms, and the acceptance of the reinforced concrete pipe by the Port Director 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 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 Port Director 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 Port Director, 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 concrete pipe forms, and provide said superintendent, 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 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 Harbor Commission of said City, under and pursuant to Resolution No. 64114 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 RUFUS CHOATE
R. H. VANDEMAN
EMIL KLICKA
Members of the Harbor Commission.

AMERICAN CONCRETE & STEEL PIPE COMPANY, Contractor
By B. V. PRIMMER, DIST. MGR.

I hereby approve the form of the foregoing contract this 10th day of March, 1936.
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 American Concrete & Steel Pipe Co. Being Document No. 296899.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, J. R. Townsend Co. Inc., a corporation organized and existing under and by virtue of the laws of the State of Calif., 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 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 17th day of March, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 16th day of March, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

2 - 3-1/2 ton Studebaker truck chasses, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296498.

NOW, THEREFORE, if 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.

(SEAL) ATTEST:
P. E. FRESE, Secy-Treas.

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 17th day of March in the year one thousand nine hundred and Thirty-six, 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.

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

(SEAL)
My Commission will expire
1-12-38.

I hereby approve the form of the foregoing bond this 18th day of March, 1936.
C. L. BYERS, City Attorney
By H.B.Daniel, Assistant City Attorney.

I hereby approve the foregoing bond this 19th day of March, 1936.
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 16th day of March, 1936, by and between 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,

2 - 3-1/2 ton Studebaker truck chasses, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296498.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 5 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 Four Hundred Ninety-nine and 44/100 Dollars ($3499.44). 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 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 Four Hundred Ninety-nine and 44/100 Dollars ($3499.44), 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 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 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. 64131 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.
P. E. Frese, Secy-Treas.

I hereby approve the form of the foregoing Contract this 18th day of March, 1936.
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 J. R. Townsend Co. Inc. Being Document No. 296951.

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

By Helen M. Willg Deputy.

SUBCONTRACT AGREEMENT.

1. This subcontract agreement entered into this 18th day of March, 1936, at Los Angeles, California, by and between V. R. DENNIS CONSTRUCTION COMPANY, 3911 Fifth Avenue, San Diego, California, hereinafter referred to as Subcontractor and CONSOLIDATED STEEL CORPORATION, LTD., a California corporation, hereinafter referred to as the Contractor, WITNESSETH:

2. WHEREAS, the Contractor has a contract to furnish and perform certain labor, material, and/or equipment for the City of San Diego, hereinafter referred to as the Owner, for welded steel pipe line, trenching appurtenances, etc., as per specifications P.W.A. Project 5575, and

3. WHEREAS, the Subcontractor desires to furnish certain of said labor, material, and/or equipment, hereinafter referred to as "the work", to the Contractor.

4. NOW, THEREFORE, the Subcontractor agrees to furnish and perform the work hereinafter specified in the manner and in accordance with and subject to the conditions set forth herein, to-wit:

5. The Subcontractor agrees to furnish f.o.b. the job site all of the following:
The Subcontractor agrees to furnish at the site of the work, all labor, superintendence, material, water, power, equipment, tools, etc., necessary or required by Contractor to perform, and perform all of the following:
Clear ground of all vegetation, brush and other material necessary for surveying, stringing pipe and preparing trench; all digging; trenching, excavating; removal and replacement of any interfering or intersecting lines or service pipes; removal of any interfering fences and building of temporary fences or gates as required; shoring, bracing; pumping; bailing, draining; blasting; temporary bridging and protection of trench where necessary or required and all other work necessary for the maintenance of the trench in proper condition for the installation, welding and

testing of pipes, valves and fittings until work is finally accepted; all backfilling, tamping, flooding, grading, removal and disposal of all residue or surplus materials; restoring roads to their original condition; secure suitable material for backfilling from borrow pits selected by the engineer; reconstruct fences removed during construction of pipe lines and furnishing new material where necessary, repairs or replacement of property and crops which may be or are damaged during or by reason of the work of this subcontract, or which interfere with the performance of the principal contract; maintain efficient legal lights at night and such barricades, bridges, and other fixtures as are necessary to guard against accidents at all times to the public; furnish the material, labor, etc. as above for all concrete structures including forms, bracing, reinforcing steel, pipe supports, valve chambers and structure, anchor blocks, drilling holes and chipping concrete, etc., also furnish material, labor, etc. as above for appurtenances and miscellaneous work such as manhole covers and frames, structural steel, 6" concrete drain pipes from structure, recording station for Venturi meter register and mounting for pressure gauges; removal and replacement of concrete pavement; comply with the safety requirements of owner and the State of California Industrial Accident Commission and any other duly constituted authority and furnish and maintain such lights and appliances as may be necessary or required. In brief, do and perform any and all field work required in Contractor's contract dated February 25, 1936 with Owner except the delivering, installing and testing of all steel pipe, valves, fittings, wrought iron pipe, removal of existing bulkhead at Lakeside, structural steel rim angles, manhole direct into pipe, and bellhole excavation.

5-A. For and in consideration of the full performance of the work as required herein, contractor agrees to pay and subcontractor agrees to accept as full compensation the following rates or amounts for various subdivisions of the work, which rates and amounts include all work to be furnished and/or performed hereunder, overhead, insurance and all California Use or Sales Tax on material and expense of any nature necessary or required to effect a complete performance in accordance with the spirit and intent of the Contractor's contract with the owner whether or not such items are specifically mentioned in said various subdivisions, payments to be made on the measurements allowed by Owner to Contractor and at the time hereinafter stated.

PROPOSAL A — EL CAPITAN-LAKESIDE PIPE LINE

Item	Approximate Quantity	Description	Price Bid per Unit	Unit Bid	Total
1.	30,850 Cu.Yds.	Class 1 excavation Station 104 to Station 313 plus 00	$ 0.62	Cu.Yd.	$ 19,127.00
2.	11,800 Cu.Yds.	Class 1 excavation Station 313 plus 00, Lakeside	.52	Cu.Yd.	6,136.00
3.	12,500 Cu.Yds.	Class 2 excavation Station 104 to Lakeside	.64	Cu.Yd.	8,000.00
4.	11,500 Cu.Yds.	Hauling excavated material less than 400 feet for pipe line bench	.13	Cu.Yd.	1,495.00
5.	1,000 Cu.Yds.	Hauling excavated material over 400 feet for pipe line bench	.35	Cu.Yds.	350.00
6.	29,300 Cu.Yds.	Backfill Station 104 to Lakeside	.42	Cu.Yd.	12,306.00
41.	3,500 Lbs.	Install and furnish cast iron frames and covers, all types and sizes, complete in place	.07	Lb.	245.00
43.	225 Cu.Yds.	Structure excavation Class 3 including backfill	2.00	Cu.Yd.	450.00
44.	220 Cu.Yds.	Excavation for appurtenances and small pipe Class 4 including backfill	2.00	Cu.Yd.	440.00
45.	115 Cu.Yds.	Concrete Class 1 in place, excepting cement and reinforcing steel	18.50	Cu.Yd.	2,127.50
46.	40 Cu.Yds.	Concrete Class 2 in place, excepting cement and reinforcing steel	18.50	Cu.Yd.	740.00
47.	260 Barrels	Cement in place in the work	2.40	Bbl.	624.00
49.	17,000 Lbs.	Reinforcing steel in place in concrete	.055	Lb.	935.00
50.	175 Lin.Ft.	6" Concrete drain pipe, from structures, with cement joints, complete in place	.40	Lin.Ft.	70.00
51.	200 Lbs.	Install & furnish structural steel covers including hinges, hasp, & 3 locks, Yale or equal, with 3 keys each, complete in place	.26	Lb.	52.00
53.	25 Ft.	Drilling holes in concrete for steel anchors or other purposes	1.50	Ft.	37.50
54.	200 Cu.Ft.	Concrete around small pipe for manhole cover supports	1.50	Cu.Ft.	300.00
56.	1	Recording station for Venturi meter register & mounting for pressure gauges complete in place	160.00	Lump Sum	160.00
62.	200 Cu.Ft.	Concrete pavement removed and replaced	1.00	Cu.Ft.	200.00
			TOTAL		$53,795.00

6. Additions or deductions in the work called for herein may be made to this subcontract without the approval of the sureties on any bonds required hereunder and such additions or deductions shall not void or release said sureties. The value of such additions or deductions shall be added to or deducted from the total contract price, but no additions or deductions shall be made without the written approval of the work and value thereof having first been given by the Contractor.

7. Subcontractor agrees to obtain and pay for any and all licenses, permits and inspections required and comply with any and all laws, ordinances, rules and/or regulations of any and all cities, towns, public bodies or municipalities, arrange for all necessary inspections and obtain all inspection certificates and approvals as pertaining to the work of this subcontract.

8. Subcontractor agrees to commence the work when and as directed and complete the same, or any portions thereof in such manner and at such times as to enable the Contractor to complete its work within the time set in its contract with the Owner, all in accordance with the plans, specifications, general conditions and contract between the Owner and the Contractor which are hereby referred to and made a part of this agreement as though fully set forth herein and which documents the Subcontractor acknowledges he has read and is fully familiar with, and Subcontractor specifically agrees to assume toward the Contractor all of the obligations the Contractor assumes toward the Owner in said ducuments and further agrees that all matters pertaining to this subcontract agreement and the execution of the work stated herein are to be taken up with the Contractor and in no case is Subcontractor to contact the Owner or any one else regarding same.

8-A. Subcontractor agrees to be bound and abide by all of the regulations and conditions set forth in P.W.A. Form #180 entitled "Construction Regulations", which is attached to and constitutes a part of this subcontract agreement.

8-B. Subcontractor shall start and complete the work on the various portions of the project as required in Paragraph 8 hereof, in accordance with the following schedule.

Start Trench Excavation.	Complete Excavation	Complete balance of Subcontractor's work.
June 1, 1936.	August 15, 1936.	October 1, 1936.

ADMINISTRATIVE ORDER NO. 26, OF THE WORKS PROGRESS ADMINISTRATION. PROVIDING THE PROCEDURE FOR THE EMPLOYMENT OF WORKERS UPON PROJECTS OF THE FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS.

Pursuant to the authority vested in me by Regulation No. 1 (prescribed by Executive Order No. 7046 of May 20, 1935, and amendments thereto), and Regulation No. 3 (prescribed by Executive Order No. 7083 of June 24, 1935) I hereby issue the following administrative order:

1. The term "project" as used herein means a project financed, in whole or in part, from funds appropriated by the Emergency Relief Appropriation Act of 1935 and allocated to the Federal Emergency Administration of Public Works.

2. I hereby authorize the several State works progress administrators, or representatives designated by them in writing, to exempt projects from the requirement of paragraph (c) of part III of said Regulation No. 1, that 90 percent of all persons working on a project shall have been taken from the public relief rolls.

3. No exemption authorized by paragraph 2 of this order shall be granted unless the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) shall have certified to such State works progress administrator, or a representative designated by him, that there are no qualified workers on the public relief rolls available within the vicinity of the project. The term "within the vicinity of the project" shall be construed to mean an area within which the worker may travel to and from work without unusual expenditure of time or excessive cost for transportation.

4. In the event that an exemption is granted for a project pursuant to the provisions of paragraph 2 of this order, the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service), in assigning workers to such project who are not taken from the relief rolls, shall give preference, first, to bona fide residents of the political subdivision which is financing, in part, the construction of the project and, second, to bona fide residents of the county in which the project is located, to the extent that labor technically qualified to perform the work is available in such political subdivision and county.

5. The foregoing provisions of this order are subject to the further condition that when organized labor is desired and requested by the contractor, all organized labor, skilled and unskilled, employed upon the project shall be supplied by the employment agencies designated by the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) from the membership of recognized unions, with preference, first, to those members of such unions who constitute regular employees of the contractor and who are on the local public relief rolls, second, to other members of such unions who are on the relief rolls, and upon the exhaustion of union members on such rolls, to any other members of the union. In the event, however, that qualified workers are not made available from the membership of the unions within 48 hours (Sundays and holidays excepted) after a request therefor is filed by the contractor, and the employment agency has notified the unions of the receipt of such request, such labor may be chosen by the contractor from other qualified workers, supplied by employment agencies designated by the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service). The provisions of this paragraph are subject to the further requirement that the preponderance of labor employed upon a project shall be taken from bona fide residents of the political subdivision which is financing, in part, the construction of the project, and the remainder from the county in which the project is located, to the extent that labor technically qualified to perform the work is available therein.

6. This order shall supersede Administrative Order No. 15 of the Works Progress Administration, dated August 15, 1935, with respect to projects financed from funds allocated to the Federal Emergency Administration of Public Works.

September 26, 1935. (Signed) HARRY L. HOPKINS, Administrator.

I. CONSTRUCTION REGULATIONS.

The following rules and regulations shall be incorporated verbatim as a separate chapter in all contracts (except subcontracts) for work to be performed at the site of any project financed in whole or in part by the Federal Emergency Administration of Public Works under the Emergency Relief Appropriation Act of 1935:

1. Employment services and labor preferences. - With respect to all persons employed on projects, '1' except as otherwise '2' provided in regulation no. 2:

(a) Such persons shall be referred for assignment to such work by the United States Employment Service, and

(b) Preference in employment shall be given to persons from the public relief rolls, and, except with the specific authorization of the Works Progress Administration, at least 90 percent of the persons employed on any project '1' shall have been taken from the public relief rolls: Provided, however, That, expressly subject to the requirement of subdivision (b), the supervisory, administrative, and highly skilled workers on the project, '1' as defined in the specifications, '3' need not be so referred by the United States Employment Service.

2. Qualifications for employment. - (a) No persons currently serving sentence to a penal or correctional institution shall be employed on the project.'1'

(b) No person under the age of sixteen (16) years, and no one whose age or physical condition is such as to make his employment dangerous to his health or safety, or the health and safety of others, may be employed on the project. '1' This paragraph shall not be construed to operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

(c) Except as specifically provided above, workers who are qualified by training and experience and certified for work on the project by the United States Employment Service shall not be discriminated against on any grounds whatsoever. The contractor may dismiss any employee not qualified to perform the work for which he has been referred, subject to disapproval by the owner.

(d) 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. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

3. Hours of work. - (a) Except in case of emergency:

(1) The maximum hours of work for manual labor shall be 8 hours per day and 130 hours per month. On projects located at points so remote and inaccessible that camps or floating plants are necessary, the maximum hours of work for manual labor shall be 8 hours per day and 40 hours per week.

(2) The maximum hours of work for cooks, camp assistants, and clerical and other non-manual employees such as watchmen, policemen, and messengers, shall be 8 hours per day and 40 hours per week.

(3) Administrative and supervisory employees, including executive employees, time-keepers, and storekeepers, who perform in a work-week not more than 15 hours of manual labor (or, in case the project is being constructed on a 40-hour week basis, not more than 20 hours) shall not be subject to any limitation of hours or work.

(4) Wherever practicable, the contractor shall perform the work in at least double shifts of labor, unless otherwise provided in this contract. The contractor shall not knowingly employ under this contract any person engaged in any other gainful occupation whose wekly hours of labor on such occupation, together with his hours of labor on the project, exceed the limitations of hours prescribed for employees of his classification under this contract.

(b) Nothing in these regulations is intended to authorize hours or days of work in excess of the limitations of any applicable law or regulation.

4. Wages and pay rolls. - (a) There shall be paid each employee engaged in the trade or occupation listed below not less than the hourly wage rate set opposite the same,namely:

Trade or occupation	Hourly wage rate
- -	- -
- -	- -
- -	- -
(Insert wage schedule here)	
- -	- -
- -	- -
- -	- -

If after the award of this contract it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate of wage, fairly comparable to the above rates, as shall be approved by the State director, and such minimum wage rate shall be retroactive to the time of the initial employmwnt of such person in such trade or occupation.

(b) Unless otherwise provided by law, claims or disputes pertaining, to the classification of labor under this contract shall be decided by the owner, subject to the right of final review by the State director whose decision shall be binding on all parties concerned.

(c) All employees shall be paid in full, at least once each week, within 3 days after the close of the pay-roll period, in lawful money of the United States, unless otherwise authorized in writing by the State director: Provided, however, That this paragraph shall not be construed to prohibit deductions required by law and collection of obligations by legal process.

(d) A clearly legible statement of the minimum wage rate to be paid each trade and occupation employed under this contract and of the authorized deductions therefrom, if any, shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(e) The contractor and each subcontractor shall prepare the payrolls upon forms to be prescribed and in accordance with instructions to be furnished by the Works Progress Administration. Not later than the day following the payment of the wages a certified legible copy of each pay roll, whether paid by the contractor or any subcontractor, shall be transmitted by the contractor to such office as may be designated by the Works Progress Administration. The contractor and each subcontractor shall submit reports at such times and on such forms as may be required by the Works Progress Administration, covering purchases of, and requisitions for, materials, together with such other information as may be required to determine the progress and status of the completion of the work on the project. Such pay rolls shall be sworn to in accordance with the "Regulations issued pursuant to so-called 'kick-back statute'", issued jointly by the Secretary of the Treasury and the Secretary of the Interior on January 12, 1935, a copy of which is herein elsewhere set forth.

5. Accident Prevention. - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

6. Insurance. - The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the owner and the State director, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation insurance. - The contractor shall take out and maintain during the life of this contract adequate workmen's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide workmen's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the workmen's compensation statute, or in case there is not applicable workmen's compensation statute, the contractor shall provide, and shall cause each subcontractor to pro-

vide - - - - - - - - - - - - - - - - for the protection of his employees not otherwise protected.

(b) Public liability and property damage insurance. - The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public liability insurance in an amount not less than $- - - - for injuries, including wrongful death, to any one person, and, subject to the same limit for each person, in an amount not less than $ - - - - -, on account of one accident, and property damage insurance in an amount not less than $ - - - - -.

Provided, however, that the owner, with the approval of the State director, may accept insurance covering a subcontractor in character and amounts less than the standard requirements set forth under this subparagraph (b) where such standard requirements appear excessive because of the character or extent of the work to be performed by such subcontractor.

(c) The following special hazards shall be covered by rider or riders to the policy or policies required under subparagraph (b) hereof or by separate policies of insurance in amounts as follows:

- - - - - - - - - - - - - - - - -

15. Subcontracts. - (a) The contractor shall perform, directly and without subcontracting, not less than 25 percent of the construction, to be calculated on the basis of the total contract price. No part of this contract shall be sublet without the approval of the owner and the State director.

(b) If the contractor shall sublet any part of this contract, the contractor shall be as fully responsible to the owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by his subcontractor, as he is for the acts and omissions of persons directly employed by himself.

(c) Paragraphs 1 to 5, inclusive, 7 to 10, inclusive, 11 (a) and (b), 14, 18, 19, 20, the "Regulations Issued Pursuant to So-Called 'Kick-back Statute'" and the penalty clauses set forth in section 9 of the act and section 35 of the Criminal Code, as amended, shall be inserted verbatim in all construction subcontracts under this contract.

16. Assignment of contract. - The contractor shall not assign this contract or any part hereof without the approval of the owner and State director, nor without the consent of surety unless the surety has waived its right to notice of assignment.

17. Termination for breach. - In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the owner may, subject to the approval of the State director, and shall, upon request of the Administrator, serve written notice upon the contractor and the surety of its intention to terminate such contract, such notices to contain the reasons for such intention to terminate the contract, and, unless within 10 days after the serving of such notice upon the contractor such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract, provided however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the contractor, and the contractor and his surety shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the owner may take possession of and utilize in completing the owrk, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

18. Priority of construction regulations. - Any provisions of this contract in conflict or inconsistent with the requirements of these regulations, except such provisions as are required by applicable law or regulation, shall be void to the extent of such conflict or inconsistency.

19. Definitions. - The following terms as used in this contract are respectively defined as follows:

"Act": The Emergency Relief Appropriation Act of 1935.

"P.W.A." or "Public Works Administration": The Federal Emergency Administration of Public Works.

"Administrator": The Federal Emergency Administrator of Public Works.

"State director": State director (P.W.A.), his duly authorized representative or any person designated by the Administrator to perform his duties or functions.

"Government inspector": The representative of the inspection division (P.W.A.).

"Owner": The public body, agency or instrumentality which is a party hereto and for which this contract is to be performed.

"Emergency": A temporary unforseen occurrence or combination of circumstances which endangers life or property and calls for immediate action or remedy.

"Material": Materials incorporated in the project, or used or consumed in the performance of the work.

"Subcontractor": A person, firm, or corporation supplying labor and materials or labor for work at the site of the project.

"Work at site of project": Work to be performed, including work normally done, on the location of the project.

20. Paragraphs 1, 2 (a), (b) and (c), 3 (a) (1) and (2), 4 (e), 8 (a), and 10 incorporate rules and regulations issued by the President under the authority of section 6 of the act. Any willful violation of any such rule or regulation is punishable by fine of not to exceed $1,000.

II. RESULATIONS ISSUED PURSUANT TO SO-CALLED "KICK-BACK STATUTE"

Pursuant to the provisions of Public Act No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

Section 1. Said act reads as follows:

To effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than $5,000, or imprisoned not more than five years, or both.

Section 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

Section 2. Each contractor and subcontractor engaged in the construction, prosecution or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of - - - - - - - - -
County of - - - - - - - -, ss:

I, - - - - - - - - - - - - - (name the party signing affidavit)- - - - - - - - - - - - - - - - - - (title), do hereby certify that I am (the employee of) - - - - - - - -(name of contractor or subcontractor) who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of - - - - - (project), for the weekly pay roll period from the - - - - day of - - - - -, 193_, to the - - - day of - - - - - - - -, 193_; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone

else shall, directly or indirectly, by force, intemidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above-named project.

Sworn to before me this - - - - - day of - - - - - -, 193__.

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Govermnent representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

- - - - - - - - - -

The clause in the pay-roll affidavit which reads " ° ° ° that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor ° ° °" is construed by the Public Works Administration to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.

(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.

(c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause "° ° ° that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations issued pursuant to so-called 'kick-back statute'" shall not be construed to prohibit deductions required by law or deductions for health, sickness, unemployment, or other similar benefits voluntarily authorized by permanent employees of equipment suppliers engaged in installation of the equipment at the site of the project.

'1' The term "projects" or "project" as here used means the portion of the project covered by this contract.

'2' Exception relates only to employees of the owner. Regulation no.2 is Executive Order No. 7060, approved by the President June 5, 1935.

'3' The term "specifications" as here used means any one of the contract documents.

9. Subcontractor agrees to indemnify and hold the Contractor and Owner free and harmless of, from and against any and all claim or claims which may be made on account of any injury and/or damage to any person and/or property, owner or any other person, firm or corporation, arising out of or connected in any way with the work of this subcontract.

10. Subcontractor agrees to carry, maintain and pay for the following insurance in companies and in form and amount satisfactory to the Contractor and Owner and furnish Contractor and Owner immediately upon signing this subcontract with certificates of such insurance from the respective insurance carriers. All such insurance to inure to the benefit of Subcontractor, Contractor and Owner as their interests may appear.

(a) Unlimited Workmen's Compensation Insurance in accordance with the laws of the State in which the work is to be performed and satisfactory to Contractor.

(b) Public Liability Insurance with limits of not less than $50,000.00 for any one person and $100,000.00 for any one accident.

(c) Property Damage Insurance in the amount of $20,000.00.

(d) Fire Insurance in the amount of None.

11. Subcontractor agrees to furnish and pay for a Labor and Material Bond in the amount of 50% of the total subcontract price and a Faithful Performance Bond in the amountof 100% of the contract price, in form and with sureties and through agents satisfactory to Contractor.

12. Subcontractor agrees that in the performance of the work called for herein that Subcontractor is acting as an independent contractor and not as agent for either the Owner or Contractor.

13. It is expressly understood that time is of the essence of this agreement and that the payment of any and all moneys hereunder shall be conditional upon the full performance of the work and delivery of materials as specified herein and no payment shall be considered or construed as acceptance of defective or unsatisfactory workmanship or material.

14. Subcontractor agrees that all materials and workmanship furnished by him shall be first-class in every respect, satisfactory to the Contractor and in strict conformity with the drawings and specifications on file in the office of the Contractor and in case of material ordered according to sample, fully equal in every way to sample submitted. Should the Contractor or Owner determine that any materials are defective or unsuitable for use in said construction work, Subcontractor shall forthwith remove same from the premises on which said work is being erected or installed, upon notice and demand from Contractor and shall immediately replace the same with proper material satisfactory to the Contractor and/or Owner. If Subcontractor shall fail to remove the same immediately upon demand, Contractor may remove and store same for the account of the Subcontractor and Subcontractor shall reimburse Contractor upon demand for all expense incurred in connection therewith.

15. Subcontractor agrees to indemnify and forever save the Contractor and Owner free and harmless of, from and against any claim or claims arising out of the furnishing or use of any patented article or appliance or on account of any actual or alleged infringement of patents in connection with the performance of this work and agrees to defend, at Subcontractor's own expense, all suits pertaining to same and reimburse Contractor and/or Owner for any expenses incurred in defending any such suit or claim including attorney's fees and, in the event any such claim is made, Contractor may withhold any further payments due the Subcontractor until the matter is properly adjusted.

16. Subcontractor agrees to indemnify and forever save the Contractor and Owner free and harmless of, from and against any mechanic's or labor lien or claim of lien arising out of the performance of this work and Contractor is authorized to withhold the amount of any lien or claim of lien out of any or all payments due or to become due hereunder until such lien or claim is settled, or, at Contractor's option, Contractor may deduct the amount and pay the lien or claim direct, in which event Subcontractor specifically waives any claim for damage on account thereof. In the event there is not sufficient money due or to become due Subcontractor to satisfy such liens or claims, Subcontractor agrees to either obtain satisfactory releases or reimburse the Contractor for amount expended in obtaining releases.

17. Contractor is hereby given permission to enter the plant or plants of the Subcontractor, or any place where the work of manufacture, construction or installation is being carried on, for the purpose of inspection of the work called for hereunder and, in the event it is apparent to the Contractor that satisfactory progress is not being made in order to complete the work within the time required, Subcontractor agrees to put on additional men or work such hours and/or make shipments in such manner and at such times as Contractor demands without additional charge to the Contractor.

18. In the event of any default by Subcontractor of the terms of this agreement the Contractor may, after 48 hours written notice to Subcontractor's last known address, either remedy that default or cancel this subcontract and relet it to others and any and all costs and expense or damage including Court costs and attorney's fees incurred in connection with such remedy or reletting will be reimbursed the Contractor by the Subcontractor upon demand and no further sums shall be paid Subcontractor until completion of the work relet or correction of the default; in either event the Contractor may take possession of Subcontractor's entire plant and equipment necessary in the judgment of the Contractor for the completion of the work, and use same at Contractor's discretion until the completion of the work, it being understood that all repairs or replacements of same shall be considered as part of the cost of completing the work.

18-A. In accordance with paragraph 36 of the specifications this subcontract is subject to annulment at the order of the engineer if, in his opinion, the subcontractor fails to comply with the requirements of the contract between the Contractor and the Owner insofar as the same may be applicable to the Subcontractor's work.

19. Subcontractor hereby guarantees the material and workmanship to be free from any and all defects and agrees to replace immediately upon demand any such material or workmanship proven defective within one year after acceptance of the work by the Subcontractor and Owner, or, if a longer period is stipulated in the general conditions or contract between Owner and Contractor, then within such time so stipulated.

20. Subcontractor agrees not to sublet, transfer or assign this contract or any part hereof without the consent of the Contractor.

21. For and in consideration of the full performance of all of the terms of this agreement, the Contractor agrees to pay the Subcontractor the amounts shown in Paragraph 5, in the following manner.

As a precedent to making any payment to Subcontractor, Contractor may demand and upon demand Subcontractor shall furnish Contractor with satisfactory evidence that Subcontractor's obligations have been paid.

22. All payments due hereunder shall be made by Contractor to Subcontractor in the same manner and proportion as the Owner approves and pays the Contractor for this work under Contractor's contract with Owner and within five (5) calendar days after receipt of said funds by Contractor.

23. This agreement, together with general conditions, plans, specifications and contract between Owner and Contractor, contains all the covenants between Contractor and Subcontractor and is binding on and inures to the benefit of the respective successors and assigns of the parties hereto and is accepted as of the day and year first mentioned above.

V. R. DENNIS CONSTRUCTION COMPANY
By V. R. DENNIS, Owner
Subcontractor.

CONSOLIDATED STEEL CORPORATION LTD.
By D. G. HENDERSON, V.P. & Tr.
And H. A. CRANFILL, Asst. Secy.

(SEAL)

A D D E N D A

Addenda to subcontract agreement entered into on the 18th day of March, 1936, by and between the V. R. DENNIS CONSTRUCTION COMPANY and CONSOLIDATED STEEL CORPORATION, LTD., in connection with Consolidated Steel Corporation's contract with the City of San Diego for the El Capitan-Lakeside Pipe Line, known as P.W.A.Project #5575.

Paragraph 8 (a) on Page 3 and the document referred to therein are hereby declared null and void and the following is substituted therefor.

8-A. Subcontractor agrees to be bound and abide by all of the regulations set forth in P.W.A. Construction Regulation as included in said contract between the City of San Diego and Consolidated Steel Corporation, Ltd. for construction of said El Capitan-Lakeside Pipe Line under Federal Public Works Project 5575, including the following:

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 unless required by law.

(b) Thirty-hour week. - Except in executive, administrative, and supervisory positions, so far as practicable and feasible in the judgment of the State Director, 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.

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 following minimum hourly wage rates for skilled and unskilled labor:

Skilled labor $1.10
Unskilled labor $0.45

(b) In the event that the prevailing hourly rates prescribed under collective agreements or understandings between organized labor and employers in effect on March 1, 1935, shall be above the minimum rates specified above, such agreed wage rates shall apply.

(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) 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 State Director, 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 decuctions 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 the State of California 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.

(e) 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 the State of California, 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 Government Inspector shall be furnished with a sworn statement thereof on demand.

(f) 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.

(g) 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) 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 subcontract shall be increased by an amount equal to any such increased cost , or decreased in an amount equal to such decreased cost.

(h) Engineers, architects, and other full professional employees engaged in duties normally done at the site of the project shall receive at least the prevailing rates for the various types of services to be rendered provided that such professional employees shall receive a monthly salary of not less than $143.00. However, such an employee who performs less than 130 hour work during a month may be paid on an hourly basis, the hourly rate to be not less than the figure obtained by dividing the monthly wage by 130, or the P.W.A. zonal minimum hourly rate for skilled labor, whichever is higher. Subprofessional employees shall receive a monthly salary at least equal to the prevailing rates for the types of service to be rendered. However, such an employee who performs less than 130 hours work during a month may be paid on an hourly basis, the hourly rate to be not less than the figure obtained by dividing the monthly wage by 130, or the P.W.A. zonal minimum hourly rate for unskilled labor, whichever is higher. Compensation under this paragraph shall be subject to the approval of the State Director.

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 the City and/or County of San Diego 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 ways 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) Collective bargaining. - Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from interference, restraint, or coercion of employers of labor, of 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. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to 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.

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.

8. ACCIDENT PREVENTION. - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

9. DOMESTIC MATERIALS. - In the performance of this contract the contractor, subcontractors, materialmen, or suppliers shall use 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, or supplies, mined, produced, or manufactured, as the case may be, in the United States, except, unless otherwise required by law, foreign materials, articles, or supplies may be purchased if the foreign materials, ariticles, or supplies are lower in cost after the following differentials are applied in favor of domestic articles, materials, or supplies:

On purchases where the foreign bid is $100 or less, a differential of 100% will apply;

On purchases where the foreign bid exceeds $100, but is less than $10,000, a differential of 25% will apply;

On purchases where the foreign bid is $10,000 or more, a differential of 15% will apply.

10. (a) Inspection. - 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. The contractor shall submit 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) Facilities shall be provided as set forth in the specifications for the use of the Government Inspector.

11. REPORTS. - The Contractor and each subcontractor shall report 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 worked, wage scales paid to the various classes of labor, and the total expenditures for materials. Forms will be supplied by the Department of Labor on the 15th of each month. The reports will cover all pay rolls from the 15th of the previous month to the 15th of the current month. One copy of each of such monthly reports is to be furnished to the State Director, one to the Division of Economics and Statistics, P.W.A., and one to the United States Department of Labor, prior to the 5th day of the following month. The contractor shall also furnish to the Owner, to the State Director, and to the United States Department of Labor the names and addresses of all subcontractors on the work at the earliest date practicable.

12. (a) Payment for materials and utility services. There shall be provided all necessary materials, tools, and other expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner the work provided for in this contract. Except as otherwise approved in writing by the State Director, such services shall be paid for in full within one month after the services are rendered, and all materials, tools, and other expendable equipment shall be paid for within one month after delivery to the project, to the extent of 90 per cent of the cost thereof to the purchaser, and the remaining 10 per cent shall be paid within 30 days after completion of that part of the work in or on which such materials, tools, and other equipment are incorporated or used.

(b) Payment of subcontractors. - In the absence of other provisions of this contract more favorable to the subcontractor, the contractor shall pay each subcontractor, within 5 days after each payment made to the contractor, the amount allowed the contractor for and on account of the work performed by the subcontractor to the extent of the subcontractor's interest therein.

13. SIGNS. - The contractor shall furnish signs bearing the legend:

"FEDERAL PUBLIC WORKS PROJECT NO. 5575"

as required in the specifications and shall erect the same at such locations as may be designated by the Government Inspector.

14. OBSERVANCE OF RULES. - All reasonable requirements which the Administrator or his agents may make toward the effectuation of the matters covered in these Construction Regulations shall be observed in the performance of the work.

15. SUBCONTRACTS. - Paragraphs 1 to 4 inclusive, 6, 8 to 15 inclusive, 18, the Regulations Issued Pursuant to So-called "Kick Back Statute" and Section 35 of the Criminal Code, as amended, shall be inserted verbatim in all construction subcontracts under this contract.

18. DEFINITIONS. - The term "Act" as used herein refers to Title II of the National Industrial Recovery Act. The term "State Director" as used herein refers to the State Director (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 "Government 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 performance of the work. The term "Owner" as used herein refers to the public body, agency, or instrumentality which is a party hereto and for which this contract is to be performed.

Pursuant to the provisions of Public Act No. 324, 73rd Congress, approved June 13,1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

Section 1. Said Act reads as follows:

"To effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employement, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

"Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week."

"Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form.

STATE OF _____)
COUNTY OF_____) ss

I, ...(Name of party signing affidavit). . . . . .(Title), do hereby certify that I am (the employee of). . . . . .(Name of contractor or subcontractor) who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of . . . . . .(project), for the weekly pay roll period from the . . . .day of . . . . . 193_, to the . . . . .day of . . . .193_; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this . . . . .day of . . . . .193__.

_____

"Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the pay roll to which it is attached, to the Government Representative in charge at the site of the particular project in respect to which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

"Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice-president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

"Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

PENALTY FOR FALSE CERTIFICATION.

Section 35 of the Criminal Code, as amended, provided a penalty of not more than $10,000 or imprisonment of not more than ten years, or both, for knowingly and wilfully making or causing to be made "any false or fraudulent statements oooooooo or use or cause to be made or used any false ooooooo account, claim, certificate, affidavit or deposition, knowing the same to contain any fraudulent or fictitious statement ooooo relating to any matter within the jurisdiction of any Governmental department or agency.

Notwithstanding anything contained herein to the contrary, all other terms and conditions of the above mentioned subcontract to remain in full force and effect.

V. R. DENNIS CONSTRUCTION COMPANY
By V. R. DENNIS, Owner
Subcontractor.

CONSOLIDATED STEEL CORPORATION, LTD.
By D. G. HENDERSON, V.P. & TR.
And H. A. CRANFILL, Asst. Secy.
(SEAL)

CERTIFICATE OF INSURANCE.

To CONSOLIDATED STEEL CORP., LTD.
Address 6500 East Slauson Avenue, Los Angeles, California.

THIS IS TO CERTIFY that the UNITED STATES GUARANTEE COMPANY has issued the following described policy of insurance:

Name of Assured V. R. DENNIS CONSTRUCTION COMPANY ET AL
Policy No. 0-5346 Effective January 1, 1936 Expiring January 1, 1937
Public Liability - Limits One Person $50,000.00 One Accident $100,000.00
Property Damage - Limits other than automobile $20,000.00; Automobile Property Damage $5,000.00

General Description of work or operations covered, subject to policy conditions:
JOB: EL CAPITAN LAKESIDE PIPE LINE A P.W.A. PROJECT #5575

All work performed by Assured without exception as to classification, including the ownership, maintenance or use of hoists, elevators or elevating devices and contractor's machinery or equipment, teams, draught animals and all automobile hazards except those emanating from private pleasure type automobiles owned by or registrered in the name of the Assured, including also work performed for the Assured through the medium of an independent contractor (Contingent Liability), without restriction as to location within the State of California, except as follows:
NO EXCEPTIONS

The UNITED STATES GUARANTEE COMPANY has made a special provision for prompt notice to you in the event of cancellation of the above described policy prior to its normal expiration, but undertakes no responsibility for any failure to do so.

Date March 19, 1936.

UNITED STATES GUARANTEE COMPANY
By RAY S. SHAW

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY that the following described policy of Workmen's Compensation Insurance has been issued by Industrial Indemnity Exchange Name of Assured V. R. Dennis Construction Company, Address Box F, Station A, San Diego, California Policy No. WC-36794 Policy Period 2/15/36 - 2/15/37 Location covered DESCRIPTION OF OPERATIONS COVERED ALL OPERATIONS IN THE STATE OF CALIFORNIA. q.v.a. V.R. Dennis

In the event of cancellation of said policy, the INDUSTRIAL INDEMNITY EXCHANGE will make every effort to notify the party to whom this Certificate is addressed of such cancellation but undertakes no responsibility by reason of any failure to do so.

Issued to: CONSOLIDATED STEEL CORP. LTD. 6500 E. Slauson Avenue, Los Angeles, California.
Executed at LOS ANGELES, California, this 18th day of March, 1936.

INDUSTRIAL INDEMNITY EXCHANGE
By ALFRED R. WHITE, Resident Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Subcontract with V. R. Dennis Construction Co on El Capitan-Lakeside Pipeline Project. Being Document No. 296999.

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

By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE PELTON WATER WHEEL COMPANY, a corporation organized and existing under and existing under and by virtue of the laws of the State of California, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of New York, as surety, are jointly andseverally 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, 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 March, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 30th day of March, 1936, entered into the annexed contract with said The City of San Diego, to reconstruct one (1) 30" x 24" Larner-Johnson Valve in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 296568.

NOW, THEREFORE, if 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.

THE PELTON WATER WHEEL COMPANY, Principal
By W. H. HOLCOMB, Vice President

(SEAL) ATTEST:
J. BOLLIEFER, Assistant Secretary.

AMERICAN SURETY COMPANY OF NEW YORK, Surety.
By K. F. WARRACK, Resident Vice President

(SEAL) ATTEST:
B. DUCRAY, Resident Assistant Secretary.

I hereby approve the form of the foregoing bond this 30th day of March, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I hereby approve the foregoing bond this 30th day of March, 1936.
E. W. FLACK, City Manager.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 27th day of March in the year one thousand nine hundred and thirty-six before me, Thomas A. Dougherty a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared K. F. WARRACK and B. DUCRAY known to me to be the Resident Vice-President and Resident Assistant Secretary respectively of the AMERICAN SURETY COMPANY OF NEW YORK the corporation described in and that executed the within and foregoing instrument, and known to me to be the persons who executed the said instrument on behalf of the said corporation, and they both duly acknowledged to me that such corporation executed the same.

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

THOMAS A. DOUGHERTY
Notary Public in and for the City and County of
San Francisco, State of California.

(SEAL)
My Commission expires,
August 4, 1939.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 30th day of March, 1936, by and between 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 designates as the City, and THE PELTON WATER WHEEL 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 reconstruct one (1) 30" x 24" Larner-Johnson Valve in accordance with the specifications contained in Document No. 296568 on file in the office of the City Clerk of said City.

Said contractor agrees to reconstruct said valve hereinabove described and deliver same within 45 days from and after the date of the execution of this contract.

Said contractor further agrees to reconstruct said equipment hereinabove described at and for the price of Two Thousand Two Hundred Fifteen Dollars ($2,215.00). Said price includes freight allowed from San Diego to San Francisco and return.

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 Two Thousand Two Hundred Fifteen Dollars ($2,215.00), 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 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 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. 64153 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.

THE PELTON WATER WHEEL COMPANY, Contractor.
By W. H. HOLCUMB, Vice President

(SEAL) ATTEST:
J. BOLLEIFER, Assistant Secretary.

I hereby approve the form of the foregoing Contract this 30th day of March, 1936.
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 the Pelton Water Wheel Co. Being Document No. 297075.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.

RESOLUTION NO. 64203

WHEREAS, a suit has been filed and is now pending in the District Court of the United States for the Southern District of California, wherein certain persons claiming riparian rights from the San Diego River seek to attack the paramount right of the City of San Diego in and to said waters and for an injunction in connection therewith; and

WHEREAS, for many years past T. B. Cosgrove has acted as Special Water Counsel for the City and is completely familiar with all phases of the San Diego River problems and litigation and by reason of such familiarity it is deemed desirable for the protection of the City's interests again to retain and employ said T. B. Cosgrove as Special Water Counsel, and particularly to prepare and conduct the City's defense to said suit; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That T. B. Cosgrove be, and he is hereby retained and employed by The City of San Diego for the balance of the current fiscal year, to prepare and conduct the City's defense to the suit above referred to, and to act in a consulting capacity in other water problems that may arise; and that he be paid for such services for the balance of the current fiscal year the sum of Five Thousand Dollars ($5,000.00), and in addition thereto his expenses while absent from Los Angeles in the service of The City of San Diego.

BE IT FURTHER RESOLVED, that the City Manager and the City Attorney be, and they are hereby authorized to enter into an agreement with said T. B. Cosgrove pursuant to this resolution, which said agreement shall provide, among other things, that if the services of said T. B. Cosgrove are required by the City in connection with said suit, or otherwise, beyond the present fiscal year, then and in that event the said T. B. Cosgrove will continue to render such services as are herein provided for during the fiscal year 1936-37, for an additional compensation of Five Thousand Dollars ($5,000.00), plus his expenses.

Presented by R. W. FLACK
Approved as to form by C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

- -

I accept the employment and agree to render the service specified and under the conditions mentioned in the foregoing resolution No. 64203 of the City Council of the City of San Diego. Ordinance No. 871 (N.S.) of the ordinances of said City of San Diego is incorporated herein by reference.

Dated: April 13, 1936 T. B. COSGROVE

Approved on behalf of the City of San Diego
R. W. FLACK, City Manager
C. L. BYERS, City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 31st day of March, 1936, by the following vote, to-wit:
YEAS---Councilmen Bennett, Wansley, Wurfel, Warburton, Stannard, Siebert and Mayor Benbough
NAYS---Councilmen None
ABSENT-Councilmen None
(SEAL)

ATTEST: PERCY J. BENBOUGH
Mayor of the City of San Diego, California
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By CLARK M. FOOTE, JR., Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for services of T. B. Cosgrove (acceptance); being Document No. 297636.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Helen M. Willig Deputy.

BOND NO. S-87165.

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 ROYAL 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 FOUR HUNDRED SIXTY-FOUR DOLLARS ($464.00), 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 13th day of April, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 13th day of April, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1 - Used 35-ton six-wheel Truck Trailer, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296814.

NOW, THEREFORE, if 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO., Principal
By S. R. ROBINSON, Purchasing Agent

ATTEST:
J. H. SHAW

ROYAL INDEMNITY COMPANY (SEAL)
By RALPH E. BACH, Its Attorney-in-Fact.

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

On the 13th day of April, in the year One Thousand Nine Hundred and thirty-six before me, D. Maxine Bishop, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph E. Bach, known to me to be the person whose name is subscribed to the within and annexed instrument, as the Attorney in fact of the ROYAL INDEMNITY COMPANY, and acknowledged to me that he subscribed the name of the ROYAL INDEMNITY COMPANY thereto as surety and his own name as Attorney in Fact.

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

D. MAXINE BISHOP
(SEAL) Notary Public, in and for said County of San Diego, State of California.
My Commission will expire, Feb. 25th, 1940

I hereby approve the form of the foregoing bond this 14 day of April, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this ___ day of April, 1936.
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 13th day of April, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Used 35-ton six-wheel Truck Trailer, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296814.

Said contractor agrees to furnish and deliver said equipment hereinabove described within One 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 Eight Hundred Fifty-four Dollars ($1854.00). 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 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 Eight Hundred Fifty-four Dollars ($1854.00) 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 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 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. 64208 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

ATTEST:
J. H. SHAW

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Contractor
By S. R. ROBINSON

I hereby approve the form of the foregoing Contract this 14 day of April, 1936.
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 San Diego Consolidated Gas & Electric Co., for purchase of one used truck trailer; being Document No. 297278.

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

AGREEMENT

WHEREAS, M. H. GOLDEN is the owner of Lot 2 & 3 Block 245 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10 day of April, 1936, by that he will, for and in consideration of the permission granted him to remove 90 feet of curbing on Pacific Blvd. adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

M. H. GOLDEN
531 BANK OF AMERICA BLDG.

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

On this 14th day of April, A.D. Nineteen Hundred and Thirty-six before me, Fred W. Sick a Notary Public in and for said County, 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, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED APR 16 1936 30 Min. past 10 A.M., in Book 489 at Page 391 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.
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 Curb Removal Agreement of M. H. Golden; being Document No. 297305.

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

AGREEMENT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 17th day of April, 1936, by and between 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. E. Williams, party of the second part, and hereinafter designated as the "Contractor", WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to perform individually and personally all work and service in accordance with the specifications therefor contained in Document No. 296895, 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 hereby agrees 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 Nine Hundred Thirty-eight Dollars ($938.00).

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 the Director of Public Works of said City, will pay said Contractor in warrants upon the proper fund of said City the sum of Nine Hundred Thirty-eight Dollars ($938.00), payable in five semi-monthly payments of One Hundred Eighty-seven and 60/100 Dollars ($187.60) each.

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 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 Contractor has hereunto affixed his signature the day and year first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

A. E. WILLIAMS, Contractor

I hereby approve the form of the foregoing Agreement, this 17th day of April, 1936.
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 A. E. Williams for Cleaning Beaches; being Document No. 297326.

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

LICENSE AND PERMIT TO CONSTRUCT AND MAINTAIN A ROAD AND FIREBREAK THROUGH CERTAIN CITY-OWNED LANDS.

THIS LICENSE AND PERMIT, executed in triplicate, the 21st day of October, 1935, by THE CITY OF SAN DIEGO, in the County of San Diego, State of California, hereinafter called the Licensor, WITNESSETH:

The Licensor, being the legal owner or the legally authorized agent of the following described real property situated, lying and being in the County of San Diego, State of California, and particularly described as follows:

N1/2 of NE1/4 of Sec. 32, E1/2 of SE1/4 of Sec. 29, SE1/4 of SE1/4 of NE1/4 of Sec. 29, and SW1/4 of SW1/4 of NW1/4 of Sec. 28, all being in T 12 S.R. 1E, SBM.

does hereby license and permit the State of California, acting by and through its Division of Forestry of the Department of Natural Resources, to construct and maintain a road and firebreak over and across the above described real property for the purpose of fire protection.

Said right of way will traverse the above described premises according to the following general courses and distances: North and South through Roden Canyon.

This license and permit shall be effective only so long as said right of way shall be actually used as a road and firebreak by the Licensee, and so long as said road and firebreak shall be maintained and kept in repair by the Licensee, but all rights hereunder shall revert to The City of San Diego if said use shall be abandoned and discontinued for a period of two (2) or more years.

This permit is granted upon the understanding and condition that it may be terminated at any time, or any portion hereof may be amended and/or modified at any time upon the mutual consent of the Licensor and the Licensee.

The right is reserved to the City, its officers and employees, to use and traverse the entire road, any portion of which shall be constructed over the above described lands, even though said road may not be open for use by the general public.

This license is granted upon the further express condition that the Licensee will at any time upon reasonable notice by the City change the alighment of said road in event the City desires to improve the said above described property, in such manner as shall in the judgment of said City require a change or changes of alighment of said road.

IN WITNESS WHEREOF, The City of San Diego has caused this license to be executed by its City Manager, thereunto duly authorized by Council Resolution No. 63582.

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

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

The foregoing license is hereby accepted upon the terms and conditions therein expressed.

APPROVED STATE DEPARTMENT OF FINANCE
JAN 30 1936
By OSCAR HANGE, Deputy Director

STATE OF CALIFORNIA
By G. D. NORDENHOLT,
Director, Dept. Natural Resources
L. B. PRATT, State Forester

I hereby approve the form of the foregoing License and Permit this 21st day of October, 1935.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

APPROVED DEPARTMENT OF FINANCE
JAN 6 1936

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License & Permit to State Department of Natural Resources to cross Roden Canyon; being Document No. 297368.

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

LICENSE AND PERMIT TO CONSTRUCT AND MAINTAIN A ROAD AND FIREBREAK THROUGH CERTAIN CITY-OWNED LANDS

THIS LICENSE AND PERMIT, executed in triplicate, the 21st day of October, 1935, by THE CITY OF SAN DIEGO, in the County of San Diego, State of California, hereinafter called the Licensor, WITNESSETH:

The Licensor, being the legal owner or the legally authorized agent of the following described real property situated, lying and being in the County of San Diego, State of California, and particularly described as follows:

W1/2 of E1/2 and S1/2 of SW1/4, Sec. 27, T.18S, R2E, S.B.M.

does hereby license and permit the State of California, acting by and through its Division of Forestry of the Department of Natural Resources, to construct and maintain a road and firebreak over and across the above described real property for the purpose of fire protection.

This license and permit shall be effective only so long as said right of way shall be

actually used as a road and firebreak by the Licensee, and so long as said road and firebreak shall be maintained and kept in repair by the Licensee, but all rights hereunder shall revert to The City of San Diego if said use shall be abandoned and discontinued for a period of two (2) or more years.

This permit is granted upon the understanding and condition that it may be terminated at any time, or any portion hereof may be amended and/or modified at any time upon the mutual consent of the Licensor and the Licensee.

The right is reserved to the City, its officers and employees, to use and traverse the entire road, any portion of which shall be constructed over the above described lands, even though said road may not be open for use by the general public.

This license is granted upon the further express condition that the Licensee will at any time upon reasonable notice by the City change the alignment of said road in event the city desires to improve the said above described property, in such manner as shall in the judgment of said City require a change or changes of alignment of said road.

IN WITNESS WHEREOF, The City of San Diego has caused this license to be executed by its City Manager, thereunto duly authorized by Council Resolution No. 63581.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

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

The foregoing license is hereby accepted upon the terms and conditions therein expressed.

APPROVED
STATE DEPARTMENT OF FINANCE
JAN 30 1936
By OSCAR HANGE, Deputy Director

STATE OF CALIFORNIA
By GEO. D. NORDENHOLT
Director, Dept. Natural Resources
L. B. PRATT, State Forester

I hereby approve the form of the foregoing License and Permit this 21st day of October, 1935.

APPROVED
DEPARTMENT OF FINANCE
JAN 30 1936 .UB

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 License & Permit to State of California Department of Natural Resources to cross Marroon Reservoir; being Document No. 297369.

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

LICENSE AND PERMIT TO CONSTRUCT, MAINTAIN AND OPERATE TELEPHONE LINES UPON AND ACROSS CERTAIN CITY-OWNED LANDS

THIS LICENSE AND PERMIT, executed in triplicate, the 21st day of October, 1935, by THE CITY OF SAN DIEGO, in the County of San Diego, State of California, hereinafter called the Licensor, WITNESSETH:

The Licensor being the legal owner or the legally authorized agent to the following described real property situated, lying and being in the County of San Diego, State of California, and particularly described as follows:

SW1/4 of NE1/4 and NW1/4 of SE1/4, Section 25; T.14S, R.1W, and W1/2 of NW1/4 and NW1/4 of SW1/4, Section 31, T.14S, R1E., also SE1/4 of SE1/4 of Section 25, T.14S, R1W., S.B.M.; and
E1/2 of NE1/4 of Sec. 36, T.14S, R1W, S.B.M.

does hereby license and permit the State of California, acting by and through the Division of Forestry of the Department of Natural Resources, to construct, maintain and operate a telephone line or telephone lines over and across the above described real property for the purpose of forest fire protection.

Said right of way will traverse the lands first hereinabove described according to the following general courses and distances, to-wit: East of old Foster Ranch in a northerly direction crossing San Vicente Creek near dam site; thence northerly up Tributary Canyon, north from said damsite; and as to the premises above described as the E1/2 of NE1/4 of Section 36, Township 14 S, Range 1 W. S.B.M., in a northwesterly and southeasterly course.

This license and permit shall be effective only so long as said right of way shall be actually used for a telephone line or lines by the Licensee, and so long as said telephone line or lines shall be maintained and kept in repair by the Licensee, except as hereinafter specifically provided. In any event all rights hereunder shall revert to the City if the said use by the Licensee shall be abandoned and/or discontinued for a period of two (2) or more years.

Said license and permit is granted upon the following express conditions:

(1) That the telephone lines, together with the necessary wires and fixtures therefor, must be so constructed as in no manner to interfere with the use of the surface of said lands for reservoir purposes; and the license to maintain said fixtures for telephone service shall be subject to revocation by The City of San Diego upon thirty days' written notice, and said City shall not be liable for any damages for such revocation.

(2) That the City of San Diego shall not be liable for any damage to any premises or persons by reason of the authority granted herein, to construct, operate and maintain the necessary improvements hereinabove contemplated.

IN WITNESS WHEREOF, The City of San Diego has caused this License to be executed in its name by its City Manager, thereunto duly authorized by Council Resolutions numbered 63093 and 63579.

APPROVED
STATE DEPARTMENT OF FINANCE
JAN 30 1936
By OSCAR HANGE, Deputy Director

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

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

The foregoing license is hereby accepted upon the terms and conditions therein expressed

STATE OF CALIFORNIA
By GEO. D. NORDENHOLT
Director, Dept. Natural Resources
L. B. PRATT, State Forester

APPROVED
DEPARTMENT OF FINANCE
JAN 6 1936 WB

I hereby approve the form of the foregoing License and Permit this 21st 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 License & Permit to State of California—Department of Natural Resources to cross San Vicente Reservoir; being Document No. 297370.

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, THE PHOTOSTAT CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Rhode Island, as Principal, and NATIONAL SURETY CORPORATION 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 FOUR HUNDRED FORTY-TWO DOLLARS ($442.00), 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 themsevles, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 6th day of April, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 6th day of April, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:
San Diego, to furnish and deliver to said City:

1 - Photographic copying machine and auxiliary equipment, in accordance with said contract, and with the specifications referred to in said contract, on file in the office of the City Clerk of said City under Document No. 296572.

NOW, THEREFORE, if 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.

THE PHOTOSTAT CORPORATION
By THOMAS E. STEERE, Treasurer

(SEAL) ATTEST:
ALBERT V. BURNHAM

NATIONAL SURETY CORPORATION, Surety
By H. EVERETT CHARLTON, Attorney-in-Fact.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) SS

On this 6th day of April in the year one thousand nine hundred and 36, before Frances T. Mixson a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. Everett Charlton known to me to be the duly authorized Attorney in Fact of NATIONAL SURETY CORPORATION, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Corporation, and the said H. Everett Charlton acknowledge to me that he subscribed the name of NATIONAL SURETY CORPORATION 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
August 31, 1936

FRANCES T. MIXSON
Notary Public in and for said County and State

I hereby approve the form of the foregoing bond this 20 day of April, 1936
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this ___ day of March, 1936.
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 6th day of April, 1936, by and between 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 PHOTOSTAT CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Rhode Island, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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, ready to operate (exclusive of electrical and plumbing connections), at the City Hall, San Diego, California,

1 - All metal standard commercial, manually operated Photographic Copying Machine for making copies 18" x 24" and smaller, and Auxiliary Equipment, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 296572.

Said contractor agrees to furnish and install said equipment hereinabove described within forty (40) days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and install said equipment at and for the price of One Thousand Seven Hundred Sixty-Eight Dollars ($1,768.00). 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 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 Seven Hundred Sixty-Eight Dollars ($1,768.00), as follows:

Upon delivery and installation of said equipment, and the acceptance of the same by the City Manager of said City, seventy-five per cent (75%) of the 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 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 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. 64154 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
THE PHOTOSTAT CORPORATION, Contractor
By THOMAS E. STEERE, Treasurer

(SEAL) ATTEST:
ALBERT V. BURNHAM

I hereby approve the form of the foregoing Contract this 20th day of April, 1936.
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 Photostat Corporation for one Photographic Copying Machine; being Document 297372.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Nadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, WALTER M. CASEY, INC., a corporation organized and existing under and by virtue of the laws of the State of California, 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 One Thousand Eight Hundred Seventy-five Dollars ($1875.00), 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 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 April, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 18th day of April, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

10 - Fordor Police Sedans, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296817.

NOW, THEREFORE, if 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.

WALTER M. CASEY, INC., Principal
By W. M. CASEY, Pres.

ATTEST:
BAILEY JUSTICE

FIREMAN'S FUND INDEMNITY COMPANY, Surety
By M. G. WHITE, Attorney-in-Fact

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

On this 18th day of April in the year one thousand nine hundred and thirty-six before me, Algy E. Lillicrap, 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 29, 1937

I hereby approve the form of the foregoing bond this 20th day of April, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant Attorney

I hereby approve the foregoing bond this___day of April, 1936.
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 18th day of April, 1936, by and between 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 WALTER M. CASEY, INC., 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,

10 - Fordor Police Sedan, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 296817.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 45 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 Thousand Four Hundred Ninety-eight and 60/100 Dollars ($7498.60), together with title to 1927 Ford Coupe carrying City number 205 and 1922 F ord Pickup carrying City Number 458. 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 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 Thousand FOUR Hundred Ninety-eight and 60/100 Dollars ($7498.60), 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 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 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 tothat 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. 64237 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
WALTER M. CASEY, INC., Contractor
By W. M. CASEY, Pres.

I hereby approve the form of the foregoing Contract this 20th day of April, 1936.
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 Walter M. Casey, Inc.; being Document No. 297373.

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

By Helen M. Wellig Deputy.

SUPERSEDING GRANT AGREEMENT BETWEEN 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 Grant Agreement (herein called the "Agreement") the United States of America (herein called the "Government") will, by grant, aid The City of San Diego, (California), (herein called the "Grantee") in financing a project (herein called the "Project") consisting of the installation of a pipe line from El Capitan Dam to the existing water distribution system, all pursuant to the Grantee's application (herein called the "Applicant"), 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 of Grant. The Government will make and the Grantee will accept 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. In no event shall the Grant be in excess of $129,000. 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.

3. Grant Requisitions. From time to time after the execution of this Agreement, the Grantee may file a requisition with the Government requesting the Government 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").

4. Grant Payment. 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 Grantee at such place or places as the Administrator may designate, against delivery by the Grantee 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.

5. Grant Advances. At any time after the excution of this Agreement the Government may, upon request of the Grantee, if in the judgment of the Administrator the circumstances so warrant, make advances to the Grantee 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.

6. Deposit of Grant; Construction Accounts. The Grantee shall deposit the Grant promptly upon receipt thereof, and all funds which will be required in addition to the Grant to complete the Project, 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.

7. Disbursement of Monies in Construction Accounts. The Grantee 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 shall be used to meet obligations (including bonds or other indebtedness) incurred in connection with the construction of the Project. When there are no longer any such obligations outstanding the Grantee may use such monies for any other purpose.

8. Other Financial Aid from the Government. If the Grantee shall receive any funds directly or indirectly from the Government or any agency or instrumentality thereof, other than the Grant, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced.

9. Construction of Project. As soon as practicable after the execution of the Agreement, the Grantee (unless it has already done so) shall commence or cause to be commenced the construction of the Project, and the Grantee shall 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 Aministrator, no materials or equipment for the Project shall be purchased by the Grantee subject to any chattel mortgage, or any conditional sale or title retention agreement.

10. Completion of Proceedings. As soon as practicable after the execution of this Agreement, the Grantee (unless it has already done so) shall obtain, or will take proceedings appropriate to obtain funds, which, together with the Grant, will be sufficient to pay all costs of constructing the Project.

11. 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 Grantee acknowledges receipt of a copy of the construction regulations set out in Bulletin No. 2, Non-Federal Projects, revised March 1, 1935, as amended, 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, (the word "Borrower" as used therein being construed as meaning "Grantee") will be incorporated verbatim in ALL CONSTRUCTION CONTRACTS for work on the Project.°

(°Particular care should be taken by the Grantee 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 County of San Diego" and the following words are inserted in the blank space in Paragraph 3 (a) (2) of the rules and regulations: "State of California.").

12. Force Account. All construction work on the Project shall be done under contract, provided, however, that if prices in the bids are excessive, the Grantee 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.

13. 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 Grantee, or materialmen, and of labor employed on the Project or any part thereof. All contractors and subcontractors under construction contracts shall be required to provide, if required by the Administrator, public liability and property damage insurance in an amount satisfactory to the Administrator.

14. Information. During the construction of the Project the Grantee shall furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work.

15. Representations and Warranties. The Grantee represents and warrants as follows:

(a) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the construction and operation of the Project, or the financial condition of the Grantee;

(b) Financial Condition. The character of the assets and the financial condition of the Grantee are as favorable as at the date of the Grantee'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 its assets or in its financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Grantee's affairs;

(c) Fees and Commissions. It has not paid and does not intend to pay any bonus, fee or commission in order to secure the 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 Grant or the Project, or any of the duties or obligations of the Grantee under this Agreement has been omitted therefrom.

16. 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 Grantee under this Agreement including, without limiting the generality of the foregoing, any legal, engineering or accounting costs, charges or expenses incurred by the Grantee.

17. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Grantee and the written approval of the Administrator, without the execution of a new or supplemental agreement.

18. 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.

19. Naming of Project. The Project shall never be named except with the written consent of the Administrator.

20. Insurance on Project. The Grantee shall, during the life of the Project, maintain proper and adequate insurance thereon.

21. Undue Delay by the Grantee. If in the opinion of the Administrator, which shall be conclusive, the Grantee 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.

22. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to make any part of the Grant.

(a) Financial Condition and Budget. If, in the judgment of the Administrator, the financial condition of the Grantee shall have changed unfavorably in a material degree from its condition as theretofore represented to the Goverment, or the Grantee 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 Grantee within the prudently estimated revenues thereof.

(b) Cost of Project. If the Administrator shall not be satisfied that the Grantee will be able to complete the Project for the sum of $430,000, or that the Grantee 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 Grantee has complied with all the provisions contained in this Agreement theretofore to be complied with by the Grantee;

(d) Legal Matters. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Grant or the Project;

(e) Representations. If any representation made by the Grantee 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 Grantee shall be found by the Administrator to be incorrect or incomplete in any material respect.

This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Grantee and the Government, shall have been received by the Grantee. 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.

This Agreement shall supersede that certain Loan and Grant Agreement entered into between the Grantee and the Government as of August 2, 1935, which Loan and Grant Agreement is hereby cancelled. The cancellation of said Loan and Grant Agreement shall not, however, impair or vitiate any act performed or proceedings taken thereunder prior to such cancellation, it being understood that such acts or proceedings may be continued under this Agreement.

IN WITNESS WHEREOF, the Grantee and the Government have respectively caused this Agreement to be duly executed as of MAR 6-1936.

Approved as to form: C. L. BYERS, City Attorney.

THE CITY OF SAN DIEGO,
By PERCY J. BENBOUGH, Mayor
R. W. FLACK, Manager.

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

UNITED STATES OF AMERICA
Federal Emergency Administrator of
Public Works.
By HORATIO B. HACKETT
Assistant Administrator.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Grant Agreement for P.W.A. Grant for El Capitan Lakeside Pipeline. Being Document No.296857.

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 24th day of March, 1936, by and between the City of San Diego, a municipal corporation, First Party, and M. H. Golden Second Party, sometimes hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

FIRST: The complete contract includes all of the Contract Documents, to-wit: The Advertisement, the Instructions to Bidders, the Proposal, the bonds executed in connection therewith, the Agreement, the General Specifications, the Detail Specifications, and the Drawings, and all modifications incorporated in those documents before their execution, any and all obligations of the First Party and the Contractor are fully set forth and described therein.

All Contract Documents and Plans are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all contract papers and set forth in the drawings.

SECOND: The said Contractor agrees to furnish all tools, appliances, equipment, apparatus, facilities, transportation, labor, material and incidentals necessary to perform and complete in a good and workmanlike manner, the work of HODGES RESERVOIR DAM STRENGTHENING AS CALLED for, and in the manner designated in, and in strict conformity with the plans and specifications adopted by the Council of the City of San Diego, California, which said plans and specifications are entitled, respectively, "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications, Hodges Reservoir Dam Strengthening" and which plans and specifications are identified by the signatures of the parties to this agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and said work performed and completed as required in said plans and specifications under the direction and supervision of, and subject to the approval of the City of San Diego or its representatives.

THIRD: The said party of the first part agrees to pay and the second party agrees to accept at the time and in the manner as hereinafter set forth in full, payment for the work above agreed to be done, the unit prices agreed upon, as set forth in the following schedule and subject to additions and deductions as provided in the General and Special Conditions of this contract, said payments to be made in accordance with the Charter provisions of the City of San Diego as follows:

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. The partial payments herein agreed to be made to the contractor shall not include material and equipment stored on project sites. 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. No payments will be made to the contractor until satisfactory receipts for payment as provided in Clause 12 of P.W.A. "Construction Regulations" of all labor and materials supplied during the preceding month shall be shown to the P.W.A. Engineer-Inspector, as required. 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.

SCHEDULE OF UNIT PRICES

Item No.	Work or Material	Quantity and Price	Amount
1.	Excavation Class 1 300 Cubic Yards at	Five 35/100 ($5.35) per cubic yard	$ 1,605.00
2.	Excavation Class 2 50 cubic yards at	Five 35/100 ($5.35) per cubic yard	$ 267.50
3.	Excavation Class 3, cutoff excavation in spillway 100 cubic yards at	Four 00/100 ($4.00) per cubic yard	$ 400.00
4.	Excavation Class 4, in spillway 200 cubic yards at	Three 80/100 ($3.80) per cubic yard	$ 760.00
5.	Concrete Class 1 in columns and struts 2,500 cubic yards at	Eighteen 20/100 ($18.20) per cubic yard	$ 45,500.00
6.	Concrete Class 2 in diagonal strengthening and top anchorage 950 cubic yards at	Twenty One 20/100 ($21.20) per cubic yard	$ 20,140.00
7.	Concrete Class 3 in footings 150 cubic yards at	Thirteen 00/100 ($13.00) per cubic yard	$ 1,950.00
8.	Concrete Class 4 in spillway 600 cubic yards at	Seven 30/100 ($7.30) per cubic yard	$ 4,380.00
9.	Cement in place in the work 6,500 barrels at	Two 86/100 ($2.86) per barrel	$ 18,590.00
10.	Cleaning and placing reinforcing steel in the work furnished by the City 80,000 pounds at	One and One Half Cents ($0.015) per pound	$ 1,200.00
11.	Reinforcing steel furnished by contractor in place in the work 550,000 pounds at	Four Cents ($0.04) per pound	$ 22,000.00
12.	Steel tie bars in place in the work including nuts and turnbuckles 55,000 pounds at	Seven Cents ($0.07) per pound	$ 3,850.00
13.	Steel plates in place in the work 40,600 pounds at	Five Cents ($0.05) per pound	$ 2,030.00
14.	Drilling holes thru concrete with concussion drill, various sizes 1,700 linear feet at	Ninety Cents ($0.90) per linear foot	$ 1,530.00

15.	Chipping concrete surface 9,300 square feet at	Twenty Five Cents ($0.25) per square foot	$ 2,325.00
16.	Chipping keyways 1,650 cubic feet at	One 70/100 ($1.70) per cubic foot	$ 2,805.00
17.	Grouting 575 drill holes at	Sixty Cents ($0.60) each	$ 345.00
18.	Drilling 1-1/2 inch anchor holes in spillway 500 linear feet at	Fifty Five Cents ($0.55) per linear foot	$ 275.00
19.	Drilling 2-1/2 inch or larger anchor holes under footings of vertical columns 1,000 linear feet at	Sixty Six Cents ($0.66) per linear foot	$ 660.00
		APPROXIMATE GRAND TOTAL	$130,612.50

FOURTH: Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which said second party may be required to do, or respecting the size of any payment to said second party during the performance of this contract, said dispute shall be decided by the Hydraulic Engineer, subject to written approval of the City Manager and by the Council evidenced by resolution, and said decision shall be final and conclusive, subject to the approval by the State Director, P.W.A.

FIFTH: The second party shall, at his expense, obtain all necessary permits and licenses, easements, etc. for the construction of the project, except as hereinafter provided, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

SIXTH: The Second Party shall at all times maintain proper facilities and provide safe access for inspection by the First Party and the Government Engineer to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice, in writing, to the Hydraulic Engineer of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by the Hydraulic Engineer be uncovered for examination at the Second Party's expense.

SEVENTH: Should said First Party at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said contract, specifications, or plans, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price, as the case may be, by a fair and reasonable valuation. The value of any such extra work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum.
(b) By unit prices named in the contract or subsequently agreed upon.
(c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the contractor, provided he received an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the Hydraulic Engineer may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Hydraulic Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the contractor. Pending final determination of value, payments on account of changes shall be made on the Hydraulic Engineer's certificate. No extra work shall be performed or change be made unless in pursuance of a written order from the First Party, approved by the State Director, stating that the extra work or change is authorized, and no claim for addition to the contract sum shall be valid unless so ordered.

EIGHTH: If the Second Party should neglect to prosecute the work properly or fail to perform any provision of this contract, the First Party, after three days' written notice to the Second Party, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Second Party, provided, however, that the State Director P.W.A. shall approve both such action and the amount charged to the Second Party.

NINTH: If the Second Party should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the City of San Diego, or otherwise be guilty of a substantial violation of any provisions of the contract, then the First Party, upon the certificate of the Hydraulic Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Second Party ten days written notice, terminate the employment of the Second Party and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Second Party shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Second Party. If such expense shall exceed such unpaid balance, the Second Party shall pay the difference to the First Party. The expense incurred by the First Party as herein provided, and the damage incurred through the Second Party's default, shall be certified by the Hydraulic Engineer.

TENTH: If the work should be stopped under an order of any court, or other public authority, for a period of ninety days, through no act or fault of the Second Party or of anyone employed by him, or if the Hydraulic Engineer should fail to issue any certificate for payment within fifteen days after it is due, or if the First Party should fail to pay the Second Party within fifteen days of its maturity and presentation, any sum certified by the Hydraulic Engineer or awarded by arbitrators, then the Second Party may, upon fifteen days' written notice to the First Party and the Hydraulic Engineer, stop work or terminate this contract and recover from the First Party payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

ELEVENTH: The time during which said Second Party is delayed in said work by the acts or neglect of said First Party, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Second Party's control, or by delay authorized by the First Party, or by any cause which the Hydraulic Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Hydraulic Engineer may decide.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

TWELFTH: CONSTRUCTION REGULATIONS. - The following rules and regulations shall be incorporated verbatim as a separate chapter in all contracts (except subcontracts) for work to be performed at the site of any project financed in whole or in part by the Federal Emergency Administration of Public Works under the Emergency Relief Appropriation Act of 1935:

1. EMPLOYMENT SERVICE AND LABOR PREFERENCES. - With respect to all persons employed on projects,[1] except as otherwise[2] provided in Regulation No. 2:

(a) Such persons shall be referred for assignment to such work by the United States Employment Service, and

(b) Preference in employment shall be given to persons from the public relief rolls, and, except with the specific authorization of the Works Progress Administration, at least 90 percent of the persons employed on any project[1] shall have been taken from the public relief rolls: Provided, however, That, expressly subject to the requirement of subdivision (b), the supervisory, administrative, and highly skilled workers on the project,[1] as defined in the specifications,[3] need not be so referred by the United States Employment Service.

(c) AMENDMENT OF OCTOBER 7, 1935, TO PARAGRAPH 1.

(1) The State works progress administrator, or representatives designated by him in writing, are hereby authorized to exempt projects from the requirement that 90 percent of all persons working on a project shall have been taken from the public relief rolls.

(2) No exemption authorized by the foregoing paragraph (1) shall be granted unless the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) shall have certified to such State works progress administrator a representative designated by him, that there are no qualified workers on the public relief rolls available within the vicinity of the project. The term 'within the vicinity of the project' shall be construed to mean an area within which the worker may travel to and from work without unusual expenditure of time or excessive cost for transportation.

(3) In the event that an exemption is granted for a project pursuant to the provisions of the foregoing paragraph (1), the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) in assigning workers to such project who are not taken from the relief rolls, shall give preference, first, to bona fide residents of the political subdivision which is financing, in part, the construction of the project, and, second, to bona fide residents of the county in which the project is located, to the extent that labor technically qualified to perform the work is available in such political subdivision and county.

(4) The foregoing provisions are subject to the further condition that when organized labor is desired and requested by the contractor, all organized labor, skilled and unskilled, employed upon the project shall be supplied by the employment agencies designated by the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) from the membership of recognized unions, with preference, first, to those members of such unions who constitute regular employees of the contractor and who are on the local public relief rolls, second, to other members of such unions who are on the relief rolls, and upon the exhaustion of union members on such rolls, to any other members of the union. In the event, however, that qualified workers are not made available from the membership of the unions within 48 hours (Sundays and holidays excepted) after a request therefor is filed by the contractor, and the employment agency has notified the unions of the receipt of such request, such labor may be chosen by the contractor from other qualified workers, supplied by employment agencies designated by the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service). The provisions of this paragraph are subject to the further requirement that the preponderance of labor employed upon a project shall be taken from bona fide residents of the political subdivision which is financing, in part, the construction of the project, and the remainder from the county in which the project is located, to the extent that labor technically qualified to perform the work is available therein.

2. QUALIFICATIONS FOR EMPLOYMENT. - (a) No persons currently serving sentence to a penal or correctional institution shall be employed on the project.[1]

(b) No person under the age of sixteen (16) years, and no one whose age or physical condition is such as to make his employment dangerous to his health or safety, or the health and safety of others, may be employed on the project.[1] This paragraph shall not be construed to operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

(c) Except as specifically provided above, workers who are qualified by training and experience and certified for work on the project by the United States Employment Service shall not be discriminated against on any grounds whatsoever. The contractor may dismiss any employee not qualified to perform the work for which he has been referred, subject to disapproval by the owner.

(d) 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. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

3. HOURS OF WORK. - (a) Except in case of emergency:

(1) The maximum hours of work for manual labor shall be 8 hours per day and 130 hours per month. On the projects located at points so remote and inaccessible that camps or floating plants are necessary, the maximum hours of work for manual labor shall be 8 hours per day and 40 hours per week.

(2) The maximum hours of work for cooks, camp assistants, and clerical and other nonmanual employees such as watchmen, policemen, and messengers, shall be 8 hours per day and 40 hours per week.

(3) Administrative and supervisory employees, including executive employees, timekeepers and storekeepers, who perform in a work-week not more than 15 hours of manual labor (or, in case of the project is being constructed on a 40-hour week basis, not more than 20 hours) shall not be subject to limitation of hours of work.

(4) Wherever practicable, the contractor shall perform the work in at least double shifts of labor, unless otherwise provided in this contract. The contractor shall not knowingly employ under this contract any person engaged in any other gainful occupation whose weekly hours of labor on such occupation, together with his hours of labor on the project, exceed the limitations of hours prescribed for employees of his classification under this contract.

1 The term "projects" or "project" as here used means the portion of the project covered by this contract.

2 Exception relates only to employees of the owner. Regulation no. 2 is Executive Order No.7060, approved by the President June 5, 1935.

3 The term "specifications" as here used means any one of the contract documents.

(b) Nothing in these regulations is intended to authorize hours or days of work in excess of the limitations of any applicable law or regulation.

4. WAGES AND PAY ROLLS. - (a) There shall be paid each employee engaged in the trade or occupation listed below not less than the hourly wage rate set opposite the same, namely:

Trade or Occupation	Per Diem Wage	Hourly Wage Rate	Rates for Legal Holidays & Overtime
Auto Mechanic	$ 6.00	$ .75	Time & one-half
Blacksmiths	6.00	.75	do
Cableway Operators	8.00	1.00	do
Carpenter Foremen	8.80	1.10	do
Carpenters	8.00	1.00	do
Cement Finishers	8.00	1.00	do
Compressor Operators	6.00	.75	do
Concrete Finishers	8.00	1.00	do
Concrete Foremen	8.80	1.10	do
Concrete Form Builders	8.00	1.00	do
Concrete Spreaders	5.00	.62-1/2	do
Concrete Tampers	5.00	.62-1/2	do
Concrete Mixermen	5.00	.62-1/2	do
Crane Operators	9.00	1.12-1/2	do
Derrick Operators	9.00	1.12-1/2	do
Dragline Operators	9.00	1.12-1/2	do
Drillers	7.00	.87-1/2	do
Drill Sharpeners	6.00	.75	do
Electricians	9.00	1.12-1/2	do
Excavation Foremen	6.00	.75	do
General Foremen	8.80	1.10	do
Hoist Operators	9.00	1.12-1/2	do
Laborers, Common	5.00	.62-1/2	do
Materialmen	6.00	.75	do
Mechanics	6.00	.75	do
Mechanic Trouble Shooters	6.00	.75	do
Mortar Men	8.00	1.00	do
Pump Men	6.00	.75	do
Reinforcing Steel Foremen	8.80	1.10	do
Reinforcing Steel Workers: (Placers and Tiers)	8.00	1.00	do
Riggers (other than heavy)	9.00	1.12-1/2	do
Shovel Operators: 1 yard or over	10.00	1.25	do
under 1 yard	8.00	1.00	do
Shovel Cranesmen	6.00	.75	do
Shovel Oilers	6.00	.75	do
Shovel Pitmen	5.00	.62-1/2	do
Superintendents	8.80	1.10	do
Tractor Operators	6.00	.75	do
Timekeepers	6.00	.75	do
Truck Drivers under 15,500 pounds	5.44	.68	do
Truck Drivers over 15,500 pounds	6.00	.75	do
Welders	8.00	1.00	do

Any craft or employment not specifically mentioned in the foregoing Schedule of rates shall be paid not less than $5.00 per diem of 8 hours.

If after the award of this contract it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate of wage, fairly comparable to the above rates, as shall be approved by the State Director, and such minimum wage rate shall be retroactive to the time of the initial employment of such person in such trade or occupation.

(b) Unless otherwise provided by law, claims or disputes pertaining to the classification of labor under this contract shall be decided by the owner subject to the right of final review by the State Director whose decision shall be binding on all parties concerned.

(c) All employees shall be paid in full, at least once each week within 3 days after the close of the pay-roll period, in lawful money of the United States, unless otherwise authorized in writing by the State Director; Provided, however, that this paragraph shall not be construed to prohibit deductions required by law and collection of obligations by legal process.

(d) A clearly legible statement of the minimum wage rate to be paid each trade and occupation employed under this contract and of the authorized deductions therefrom, if any, shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(e) The contractor and each subcontractor shall prepare the pay rolls upon forms to be prescribed and in accordance with instructions to be furnished by the Works Progress Administration. Not later than the day following the payment of the wages a certified legible copy of each pay roll, whether paid by the contractor or any subcontractor, shall be transmitted by the contractor to such office as may be designated by the Works Progress Administration. The contractor and each subcontractor shall submit reports at such times and on such forms as may be required by the Works Progress Administration, covering purchases of, and requisitions for, materials, together with such other information as may be required to determine the progress and status of the completion of the work on the project. Such pay rolls shall be sworn to in accordance with the "Regulations Issued Pursuant to So-called Kick-back Statute", issued jointly by the Secretary of the Treasury and the Secretary of the Interior on January 12, 1935, a copy of which is herein elsewhere set forth.

5. ACCIDENT PREVENTION. - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

6. INSURANCE. - The contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner and the State Director, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance. - The contractor shall take out and maintain during the life of this contract adequate Workmen's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in hazardous work under the contract at the site of the project is not protected under the Workmen's Compensation statute, or in case there is no applicable Workmen's Compensation statute, the contractor shall provide, and shall cause each subcontractor to provide, General Liability for the protection of his employees not otherwise protected.

(b) Public Liability and Property Damage Insurance. - The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than $50,000 for injuries, including wrongful death, to any one person, and, subject to the same limit for each person, in an amount not less than $100,000, on account of one accident, and Property Damage Insurance in an amount not less than $50,000.

Provided, however, that the Owner with the approval of the State Director, may accept insurance covering a subcontractor in character and amounts less than the standard requirements set forth under this subparagraph (b) where such standard requirements appear excessive because of the character or extent of the work to be performed by such subcontractor.

(c) The following special hazards shall be covered by rider or riders to the policy or policies required under sub-paragraph (b) hereof or by separate policies of insurance in amounts as follows:

Automobile and/or truck	$ 5,000 - $ 10,000
Steam boilers	$10,000 - $ 20,000
Hoists and/or elevators	$ 5,000 - $ 10,000.

"7-MATERIALS - (a) DOMESTIC. It is further understood and agreed, that in accordance with the provisions of Chapter 226, Statutes of California, 1933, it will be required 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 and supplies mined, produced or so manufactured, as the case may be, in the United States, shall be used in the performance of the contract. However, as also provided in said Chapter 226, such provisions shall not apply if articles, materials or supplies of the class or kind to be used, or the articles, materials or supplies from which they are manufactured, are not mined, produced or manufactured, as the case may be, in the United States. The above references to the United States mean the United States of America, and include any Territory or insular possession thereof."

(b) Convict Made. - No materials manufactured or produced in a penal or correctional institution shall be used on or incorporated in the project, unless required by law.

8. INSPECTION. - (a) The Administrator, through his authorized agents, and the Works Progress Administration, through its authorized agents, shall have the right to inspect all work and materials, shall have access to all pay rolls, records of personnel, invoices of material, and all other data and records relevant to the performance of this contract.

(b) Facilities shall be provided as set forth in the specifications for the use of the Government Inspector.

9. CONSTRUCTION REPORTS. - The contractor shall submit to the Owner 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. Submission of this information shall be a condition precedent to any payment under this contract. In addition to any records herein required, the following records, on forms to be furnished by the Public Works Administration, are required:

(1) Detailed Estimate (Contract "break-down").
(2) Construction Schedule (Chart of Contemplated Progress).
(3) Periodical Estimates for Partial Payment.

10. DEPARTMENT OF LABOR REPORTS. - The contractor and each subcontractor shall report to the UnitedStates Department of Labor monthly, within five days after the close of each calendar month upon forms to be prescribed, and in accordance with instructions to be furnished, by the United States Department of Labor, covering the number of persons on their respective pay rolls directly connected with the project, the aggregate amounts of such pay rolls and the manhours worked, and an itemized statement of the total expenditures for materials. The contractor shall also furnish to the United States Department of Labor the names and addresses of all subcontractors on the work at the earliest date practicable.

11. PAYMENTS. - (a) The contractor shall provide all labor, services, material, and equipment necessary to perform and complete the work under this contract. Except as otherwise approved by the owner and the State Director, the contractor (1) shall pay for in full all transportation and utility services on or before the 20th day of the month following the calendar month in which such services are rendered, and (2) shall pay for all materials, tools, and other expendible equipment, to the extent of 90 percent of the cost thereof, on or before the 20th day of the month following the calendar month in which such materials, tools, and equipment are delivered to the project, and the balance of the cost within 30 days after completion of that part of the work in or on which such materials, tools, and other equipment are incorporated or used.

(b) In the absence of other provisions in this contract more favorable to the subcontractor, the contractor shall pay each subcontractor, within five days after each payment made to the contractor, the amount allowed the contractor for and on account of the work performed by the subcontractor, to the extent of the subcontractor's interest therein.

(c) Within the first fifteen (15) days of each calendar month the Owner will make partial payment to the Contractor for work performed during the preceding calendar month on estimate certified by the Contractor, the Owner and the government inspector. Twenty-five per cent (25%) of each approved estimate shall be retained by the Owner until final completion and acceptance of all work covered by this contract, all as provided in Paragraph "Third" of this contract.

(d) Compliance with the provisions of subparagraphs (a) and (b) of this paragraph is a condition precedent to partial payment under subparagraph (c) hereof.

12. WAGE CLAIMS AND ADJUSTMENTS. - In cases of underpayment of wages, the Owner will withhold from the contractor out of payments due an amount sufficient to pay persons employed on the work covered by this contract the difference between the wages required to be paid under this contract and the wages actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Owner for and on account of the contractor, to the respective employees to whom they are due.

13. SIGNS. - The contractor shall furnish signs bearing the legend:

"Federal Works Project No. California 1223 R Public Works Administration"

as required in the specifications and shall erect the same at such locations as may be designated by the Government Inspector.

14. OBSERVANCE OF RULES. - All reasonable requirements which the Administrator or his authorized agents may make toward the effectuation of the matters covered in these construction Regulations shall be observed in the performance of the work.

15. SUBCONTRACTS. - (a) The contractor shall perform, directly and without subcontracting, not less than 25 percent of the construction, to be calculated on the basis of the total contract price. No part of this contract shall be sublet without the approval of the Owner and the State Director.

(b) If the contractor shall sublet any part of this contract, the contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by his subcontractor, as he is for the acts and omissions of persons directly employed by himself.

(c) Paragraphs 1 to 5 inclusive, 7 to 10 inclusive, 11 (a) and (b), 14, 18, 19, 20, the Regulations Issued Pursuant to Socalled "Kick Back Statute" and the penalty clauses set forth in Section 9 of the Act and Section 35 of the Criminal Code, as amended, shall be inserted verbatim in all construction subcontracts under this contract.

16. ASSIGNMENT OF CONTRACT. - The contractor shall not assign this contract or any part hereof without the approval of the Owner and State Director, nor without the consent of surety unless the surety has waived its right to notice of assignment.

17. TERMINATION FOR BREACH. - In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the Owner may, subject to the approval of the State Director, and shall, upon request of the Administrator, serve written notice upon the contractor and the surety of its intention to terminate such contract, such notices to contain the reasons for such intention to terminate the contract, and, unless within 10 days after the serving of such notice upon the contractor such violation shall cease and satisfactory arrangement for correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the contract, provided however, that if the surety does not commence performance thereof within 30 days from the date of the mailing to such surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expense of the contractor, and the contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner 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.

18. PRIORITY OF CONSTRUCTION REGULATIONS. - Any provisions of this contract in conflict or inconsistent with the requirements of these Regulations, except such provisions as are required by applicable law or regulation, shall be void to the extent of such conflict or inconsistency.

19. DEFINITIONS. - The following terms as used in this contract are respectively defined as follows:

"Act": The Emergency Relief Appropriation Act of 1935.

"P.W.A." or "Public Works Administration": The Federal Emergency Administration of Public Works.

"Administrator": The Federal Emergency Administrator of Public Works.

"State Director": State Director (P.W.A.), his duly authorized representative or any person designated by the Administrator to perform his duties or functions.

"Government Inspector": The representative of the Inspection Division (P.W.A.).

"Owner": The public body, agency, or instrumentality which is a party hereto and for which this contract is to be performed.

"Emergency": A temporary unforeseen occurrence or combination of circumstances which endangers life or property and calles for immediate action or remedy.

"Material": Materials incorporated in the project, or used or consumed in the performance of the work.

"Subcontractor": A person, firm, or corporation supplying labor and materials or labor for work at the site of the project.

"Work at Site of Project": Work to be performed, including work normally done, on the location of the project.

20. Paragraphs 1, 2 (a), (b) and (c), 3(a) (1) and (2), 4(e), 8(a) and 10 incorporate rules and regulations issued by the President under the authority of section 6 of the Act. Any willful violation of any such rule or regulation is punishable by fine of not to exceed $1,000.

THIRTEENTH: Pursuant to requirements contained in various rules, regulations and bulletins of the Federal Emergency Administration of Public Works, the following provisions are hereby made a part of this contract:

(1) Mill and Factory Inspection and Testing of Materials. The Contractor shall notify the first party a sufficient time in advance of the manufacture or production of materials, to be supplied by him under this contract, in order that the first party may arrange for Mill or Factory Inspection and testing of same.

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the first party's representative, or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated on the job.

The Contractor shall also furnish to the first party, in triplicate, certified copies of all required factory and mill test reports.

(2) Substitution for Patented and Specified Articles. Whenever in the specifications, any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words "Or Equivalent", and the contractor may offer any material or process which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the contractor is not, in the opinion of the engineer, equal in every respect to that specified then the contractor must furnish the material, process or article specified or one that in the opinion of the engineer is the equal thereof in every respect.

(3) Pursuant to the provisions of Public Act No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

Section 1. Said Act reads as follows:

To effectuate the purpose of certain statutes concerning rates of pay for labor by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever shall be fined not more than $5,000, or imprisoned not more than five years, or both.

Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of _____
County of _____, ss:

I, _____(name the party signing affidavit)_____(Title), do hereby certify that I am (the employee of) _____(name of contractor or subcontractor) who supervises the payment of the employees of said contractor (subcontractor): that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of _____(project), for the weekly pay roll period from the ___ day of _____, 193__; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

_____

Sworn to before me this ____day of _____, 193__.

_____

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

The clause in the pay-roll affidavit which reads" - - - that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor - - -" is construed by the Public Works Administration to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.

(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.

(c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause " - - - that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations issued Pursuant to So-Called Kick-back Statute" shall not be construed to prohibit deductions required by law or deductions for health, sickness, unemployment, or other similar benefits voluntarily authorized by permanent employees of equipment suppliers engaged in installation of the equipment at the site of the project.

(4) Section 9 of the Emergency Relief Appropriation Act of 1935, reads as follows:

"Any person who knowingly and with intent to defraud the United States makes any false statement in connection with any application for any project, employment, or relief aid under the provisions of this joint resolution, or diverts, or attempts to divert, or assists in diverting for the benefit of any person or persons not entitled thereto, any moneys appropriated by this joint resolution or any services or real or personal property acquired thereunder, or who knowingly, by means of any fraud, force, threat, intimidation, or boycott, deprives any person of any of the benefits to which he may be entitled under the provisions of this joint resolution, or attempts so to do, or assists in so doing, shall be deemed guilty of a misdemeanor and shall be fined not more than $2,000 or imprisoned not more than one (1) year, or both."

"Section 35 of the Criminal Code, as amended, provides a penalty of not more than $10,000 or imprisonment of not more than ten (10) years, or both, for knowingly and willfully making or causing to be made "any false or fraudulent statements - - - or use or cause to be made or used any false - - - account, claim certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement - - -" relating to any matter within the jurisdiction of any governmental department or agency.

FOURTEENTH: It is further understood and agreed that, pursuant to the provisions of Chapter 398 of the 1931 Statutes of the State of California, no person, firm, partnership, association or corporation, or agent thereof, doing any work as a contractor or sub-contractor upon on any public work being done for or under the authority of this State, or any officer or department thereof, or for or under the authority of any county, city and county, city, town, township, district, or any other political subdivision thereof, or any officer or department thereof, shall knowingly employ or cause or allow to be employed thereon any alien - meaning thereby any person not a born or fully naturalized citizen of the United States - except in cases of extraordinary emergency caused by fire, flood, or danger to life or property, or except to work upon public military or naval defences or works in time of war; provided, however, that within thirty (30) days after any alien is permitted to work thereon due to extraordinary emergency, the contractor doing the work, or his authorized agent, shall file with the officer or public body awarding the contract a report, verified by his oath, setting forth the nature of the said emergency and containing the name of the said alien and each date he was permitted to work, and failure to file said report within the said time shall be prima facie evidence that no such extraordinary emergency existed. Such contractor and each sub-contractor shall also keep, or cause to be kept, an accurate record showing the names and citizenship of all workers employed by him, in connection with the said public work, which record shall be open at all reasonable hours to the inspection of the officer or public body awarding the contract, his or its deputies and agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

It is hereby further understood and agreed that for each violation of the above stipulation, said contractor shall forfeit to the City of San Diego as a penalty the sum of ten (10) dollars for each alien knowingly employed in the execution of this agreement, by him or by any sub-contractor under him, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation of this stipulation and the provisions of said Chapter 398 of the 1931 Statutes of the State of California.

FIFTEENTH: Pursuant to the Statutes of the State of California, or local law thereto applicable, and in compliance with the Regulations of the Federal Emergency Administration of Public Works, the Council of the City of San Diego has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed, for each craft or type of workmen or mechanic needed to execute this contract. The prevailing rates so determined are as follows:

Trade or Occupation	Per Diem Wage	Hourly Wage Rate	Rates for Legal Holidays & Overtime
Auto Mechanic	$ 6.00	$ .75	Time & One-Half
Blacksmiths	6.00	.75	do
Cableway Operators	8.00	1.00	do
Carpenter Foremen	8.80	1.10	do
Carpenters	8.00	1.00	do
Cement Finishers	8.00	1.00	do
Compressor Operators	6.00	.75	do
Concrete Finishers	8.00	1.00	do
Concrete Foremen	8.80	1.10	do
Concrete Form Builders	8.00	1.00	do
Concrete Spreaders	5.00	.62-1/2	do
Concrete Tampers	5.00	.62-1/2	do
Concrete Mixermen	5.00	.62-1/2	do
Crane Operators	9.00	1.12-1/2	do
Derrick Operators	9.00	1.12-1/2	do
Dragline Operators	9.00	1.12-1/2	do
Drillers	7.00	.87-1/2	do
Drill Sharpeners	6.00	.75	do
Electricians	9.00	1.12-1/2	do
Excavation Foremen	6.00	.75	do
General Foremen	8.80	1.10	do
Hoist Operators	9.00	1.12-1/2	do
Laborers, Common	5.00	.62-1/2	do
Materialmen	6.00	.75	do
Mechanics	6.00	.75	do
Mechanic Trouble Shooters	6.00	.75	do
Mortar Men	8.00	1.00	do
Pump Men	6.00	.75	do
Reinforcing Steel Foremen	8.80	1.10	do
Reinforcing Steel Workers: (Placers and Tiers)	8.00	1.00	do
Riggers (other than heavy)	9.00	1.12-1/2	do
Shovel Operators: 1 yard or over	10.00	1.25	do
Under 1 yard	8.00	1.00	do
Shovel Cranesmen	6.00	.75	do
Shovel Oilers	6.00	.75	do
Shovel Pitmen	5.00	.62-1/2	do
Superintendents	8.80	1.10	do
Tractor Operators	6.00	.75	do
Timekeepers	6.00	.75	do
Truck Drivers under 15,500 pounds	5.44	.68	do
Truck Drivers over 15,500 pounds	6.00	.75	do
Welders	8.00	1.00	do

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than $5.00 per diem of 8 hours.

The foregoing schedule of per diem wages is based on a working day of 8 hours. The hourly wage rate prescribed hereinabove is the per diem rate divided by the aforementioned number of hours constituting a working day.

It shall be mandatory upon the contractor herein, and upon any sub-contractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract.

It is hereby further agreed that said contractor shall forfeit to the City of San Diego, as a penalty, ten ($10) dollars for each laborer, workman or mechanic employed for each calendar day or proportion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this contract, by him or by any sub-contractor under him. The contractor, and each sub-contractor, shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him in connection with the execution of this contract or any subcontracts thereunder, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City of San Diego, awarding this contract, its officers and agents,

and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Relations, his deputies and agents.

SIXTEENTH: It is further understood and agreed that, in accordance with the provisions of Section 653-c of the Penal Code of the State of California, eight hours' labor shall constitute a day's work, and no laborers, workman or mechanic in the employ of said Contractor, or any subcontractor, doing or contracting to do any part of the work contemplatedby this agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life and property; provided, however, that within thirty (30) days after any employee is permitted to work over eight (8) hours in one calendar day due to such extraordinary emergency, the Contractor doing the work, or his duly authorized agent, shall file with the City of San Diego, a report verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day; and the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this agreement, which record shall be open at all reasonable hours to the inspection of the City of San Diego or its officers or agents and to the Chief of the Division of Labor Statistics and Law Engorcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the City of San Diego the sum of ten ($10) dollars for each laborer, workman, or mechanic employed in the execution of this contract by him 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 eight (8) hours in violation of this stipulation.

SEVENTEENTH: It is further understood and agreed, that in accordance with the provisions of Chapter 226, Statutes of 1933, it will be required 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 contract. However, as also provided in said Chapter 226, such provisions shall not apply if articles, materials or supplies of the class or kind to be used, or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured, as the case may be, in the United States. The above references to the United States mean the United States of America, and include any Territory or insular possession thereof.

EIGHTEENTH: It is further understood and agreed, that, pursuant to the provisions of Chapter 1039 of the 1933 Statutes of the State of California, known as the California Industrial Recovery Act, the contractor shall give a preference of fifteen (15%) per cent 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 any similar law of the State of California, 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.

NINETEENTH: The time limit for the completion or performance of this contract shall be 240 calendar days from and after the date of final approval of this contract by the State Director, PWA, and should said performance not be completed, to the satisfaction of the City of San Diego at the time hereinabove stated, there will be deducted from the final payment due the contractor the sum of twenty-five ($25.00) dollars per day as liquidated damages and not as a penalty, for each day's delay after the expiration of such period until final completion of all work covered by this contract and acceptance thereof by the owner.

TWENTIETH: This contract shall not be effective until it has been approved as to final execution by the State Director P.W.A.

TWENTY-FIRST: The construction provided for in this contract being financed in part by funds provided by the Federal Emergency Administration of Public Works, it is hereby agreed that each of the parties hereto shall be subject to and bound by, and this contract shall be deemed to include all laws, rules, and regulations established by the United States and/or by said Federal Emergency Administration of Public Works, applicable to this contract, whether or not specifically set forth herein. All such laws, rules and regulations shall prevail over any and all provisions that may be contained in this contract or any part thereof, inconsistent or in conflict therewith, except for such specific departutes therefrom as are expressly permitted by the Federal Emergency Administrator of Public Works. The 'Construction Regulations' prescribed by the Federal Emergency Administration and included in the contract documents herein are hereby particularly referred to, without limitation to the generality of the foregoing.

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.

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

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

M. H. GOLDEN
Contractor.

ATTEST: BILDA C. FOTLAND

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraphs)

I hereby approve the form and legality of the foregoing contract this 24 day of March, 1936.

C. L. BYERS
City Attorney of the City of San Diego.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Council of the City of San Diego, by Resolution No. 64135, passed March 17, 1936, awarded to M. H. Golden hereinafter designated as the "Principal", a Contract for constructing the Hodges Reservoir Dam Strengthening and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal and Massachusetts Bonding And Insurance Company, a Massachusetts Corporation, as Surety, are held and firmly bound unto the City of San Diego, hereinafter called the "City" in the penal sum of One Hundred Thirty Thousand Six Hundred Twelve and 50/100 Dollars ($130,612.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

This Bond shall not be effective until it has been approved as to final execution, by the State Director, P.W.A.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 24th day of March, 1936, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: BILDA C. FOTLAND

M. H. GOLDEN, Principal

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety

(SEAL) ATTEST: BILDA 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.

I hereby approve the form of the within Bond this 24 day of March, 1936.

C. L. BYERS
City Attorney of the City of San Diego.

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

On this 24th day of March, 1936, before me, Helen C. Wallace a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. H. Golden personally known to me to be the person whose name is subscribed to the within instrument and he duly acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission expires
March 12, 1938.

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

On this 24th day of March in the year one thousand nine hundred and thirty-six, 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.

HELEN C. WALLACE
Notary Public in and for said County and State.

(SEAL)
My Commission expires,
March 12, 1938.

Approved by a majority of the members of the Council of the City of San Diego this 24th day of March, 1936.

PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 64135, passed March 17, 1936, has awarded to M. H. Golden hereinafter designated as the "Principal", a Contract for Constructing The Hodges Reservoir Dam Strengthening and;

WHEREAS, said Principal is required to furnish a Bond in connection with said Contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams 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 Surety on this Bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal and Massachusetts Bonding and Insurance Company, a Massachusetts Corporation, as Surety, are held and firmly bound unto the City of San Diego hereinafter called the "City" in the penal sum of Sixty-five Thousand Three Hundred Six and 25/100 Dollars ($65,306.25), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an act of the Legislature of the State of California entitled "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

This Bond shall not be effective until it has been approved as to final execution by the State Director, P.W.A.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 24th day of March, 1936, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: BILDA C. FOTLAND

M. H. GOLDEN, Principal.

MASSACHUSETTS BONDING AND INSURANCE COMPANY, Surety.

(SEAL) ATTEST: BILDA 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 24th day of March, 1936, before me, Helen C. Wallace a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. H. Golden personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission Expires,
March 12, 1938.

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

On this 24th day of March in the year one thousand nine hundred and thirty-six, 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.

HELEN C. WALLACE
Notary Public in and for said County and State.

(SEAL)
My Commission Expires,
March 12, 1938.

I hereby approve the form of the within Bond this 24 day of March, 1936.

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 24th day of March, 1936.

PERCY J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

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

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS. Approved A.D.WILDER
State Director (Calif.)
By A.J.WAGNER 3-27-36.

Examined by:
CWS 3-26-36
MT 3-26-36.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Golden for Hodges Reservoir Dam Strengthening. Being Document No. 297063.

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

By August M. Headstrom Deputy.

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 15th day of March, 1936, 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 lease was changed and modified by that certain agreement between said City and said Corporation, dated March 7, 1935, which said agreement of modification is on file in the office of the City Clerk of said City as Document No. 292247, and recorded in Book 8, page 275 et seq., Records of the City Clerk; and

WHEREAS, said City and said Corporation are mutually desirous of further amending and modifying said lease as the same was amended by said agreement of March 7, 1935, in certain particulars hereinafter set forth;

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 as modified by said agreement of March 7, 1935, is hereby further 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, modified as aforesaid, is hereby changed to read 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 310.5 feet to the true point or place of beginning; thence south 53° 29'10" west, a distance of 267.5 feet to a point; thence north 81° 30' 50" west a distance of 173.23 feet to a point; thence northwesterly on a line parallel to and distant 698 feet southwesterly from the southwesterly line of California Street a distance of 1629.30 feet 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° 31' 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 1262.25 feet to the true point or place of beginning, containing 759,100 square feet, or 17.426 acres.

(2) Clause No. 18, added to said lease by said Agreement of Modification of March 7, 1935, which said clause immediately follows Clause No. 17, on page 8 of said original lease, is hereby modified to read 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 March 1, 1936, to require that all or any portion of 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 St. 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 310.5 feet to a point; thence south 53° 29' 10" west a distance of 267.5 feet to the true point or place of beginning; thence continuing south 53° 29' 10" west a distance of 117.02 feet to a point; thence north 66° 30' 50" west a distance of 210.95 feet to a point; thence north 36° 30' 50" west on a line parallel to and distant 798 feet southwesterly from the southwesterly line of California Street a distance of 1079.55 feet to a point; thence north 46° 17' 45" west a distance of 989.86 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 and having a radius of 3542 feet, the center of which bears south 33° 57' 28" west; thence southeasterly along the arc of 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 173.23 feet to the true point or place of beginning, containing 420,100 square feet, or 9.645 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, or any portion thereof, 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 for the entire area described in Parcel No. 4 is hereby agreed upon as four hundred dollars ($400.00). If less than the entire area of Parcel No. 4 be added to the lease, then the increased rental shall be a proportionate amount. 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 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, or any portion thereof, 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 met, kept or performed by the Corporation."

(3) The plat, marked Exhibit "A" attached to and made a part of said lease, together with the plat attached to said Agreement of Modification of March 7, 1935, marked Exhibit "B", and made a part thereof, designating and showing parcels of land numbered 1, 2, 3 and 4 described in said lease and in said Agreement of Modification, are hereby amended and supplemented by the plat attached hereto, marked Exhibit "C", consisting of two (2) sheets, showing parcels of land numbered 1, 2 and 3 described in said lease as hereby amended shaded in gray, and showing parcel No. 4 as hereby amended 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, have 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 R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission.

(SEAL) ATTEST:
R. S. MADISON, Secy.

CONSOLIDATED AIRCRAFT CORPORATION
By R. H. FLEET, Pres.

I hereby approve the form of the foregoing Agreement for Modification of Lease this 18th day of May, 1936.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Tideland Lease, with Consolidated Aircraft Corporation; being Document No. 298255.

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

WHEREAS, C. J. Conkling is the owner of Lots 5 & 6 Block One Subdivision North Highland Park, City of San Diego, County of San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 6th day of April, 1936, by C. J. Conkling that I will, for and in consideration of the permission granted me to remove 12 feet of curbing on El Cajon street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto; and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

C. J. CONKLING

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 6th day of April, A.D. Nineteen Hundred and thirty six, before me, H. M. Royle a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. J. Conkling 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.

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

(SEAL)
My Commission Expires
October 8, 1939

RECORDED APR 13 1936 1 Min. past 10 A.M., in Book 491 at Page 267 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.
JEANETTE L. SELTZER
Copyist, County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Cutting of curbing for driveway; being Document No. 297226.

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

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13 day of April, 1936, 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 the SMITH-EMERY COMPANY, of Los Angeles, 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 make shop inspections and test the materials in accordance with the terms and specifications of that certain contract entered into by and between The City of San Diego and Consolidated Steel Corporation, Ltd., of Los Angeles, California, for the construction of the El Capitan-Lakeside Pipe Line under P.W.A. Docket No. 5575, said Contract being Document No. 296793, filed in the office of the City Clerk of The City of San Diego, March 7, 1936, and by reference thereto is made a part hereof the same as though its terms had been fully expressed herein.

Said Contractor agrees to make said shop inspections and tests of materials, and The City of San Diego hereby agrees to pay for said shop inspections and tests of materials, at the following unit prices and terms:

(a) Shop inspection is to be performed at the Los Angeles plant of the Consolidated Steel Corporation Ltd. and is to include:

1. Surface inspection of the plates	)
2. Inspection of sand blasting	)
3. Welding	) $12.00 per
4. Hydrostatic tests	) eight (8) hour
5. Any re-inspection	) day, per man
6. Applying coating	)
7. Storing the pipe in yard	)
8. Loading on trucks	)
9. Gaging of plates	

(b) Testing of weld specimens:

1. Machine specimens, from each of which a tensile test, bend test and nick-break test specimen are machined	$6.00 per plate for the three
2. Tensile test	$2.00 each
3. Bend test	$1.00 each
4. Nick-break test	$1.00 each

(c) Testing of enamel and primer:

1. Full tests as specified Single test	$50.00 per sample
Two or more full tests of samples tested at one time	$35.00 each
2. Partial test including filler percentage, filler percentage passing 200 mesh, melting point, melting point after heating three hours at 450°F	$7.50 per sample
3. Deformation of cubes held 24 hours at 140°F	$2.50 per sample additional
4. Primer test	$1.50 each

It is further stipulated and agreed by and between the parties hereto that the maximum sum to be paid under this contract shall not exceed the sum of Twenty-five Hundred Dollars ($2500.00).

It is further agreed by and between the parties hereto that no inspection or test is to be made by the Contractor unless and until requested so to do by the Hydraulic Engineer of said City of San Diego.

The Contractor further agrees to report all tests promptly to the office of the Hydraulic Engineer of The City of San Diego at his office at 524 "F" Street, San Diego, California, in the manner required and the number of copies required by P.W.A., and furnish all required affidavits pertaining thereto.

Said Contractor further agrees to bill The City of San Diego at the hereinbefore mentioned prices on monthly requisitions to be issued by the Hydraulic Engineer of The City of San Diego.

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. 64155 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

ATTEST:
C. E. GOODMAN

SMITH-EMERY COMPANY, Contractor
By E. O. SLATER

I hereby approve the form of the foregoing Contract this 13th day of April, 1936.
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 Smith-Emery Company, for inspection of pipe; being Document No. 297269.
AILEEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, I, A. P. Rotta is the owner of Lot 10-11-12-13-14 Block 42 Subdivision Tract 1368 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 14 day of April, 1936, by A. P. Rotta that I will, for and in consideration of the permission granted me to remove 24 feet of curbing on Altadena St. street adjacent to the above described property, bind me to to, and I hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego,

I further agree that this agreement shall be binding on A. P. Rotta, my 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.

A. P. ROTTA, 5036 Marlborough Dr.
San Diego, Calif.

STATE OF CALIFORNIA)
) ss
County of San Diego)

On this 14 day of April, A.D. Nineteen Hundred and 36, before me, W. A. Wiedenbeck a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. P. Rotta 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.

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

RECORDED APR 21 1936, 50 min. past 9 A.M. in Book 510 at Page 84 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ORPHA HARBAUGH #18
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 for the cutting of curb, with A. P. Rotta; being Document No. 297319.

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

THIS AGREEMENT, made this Tenth day of April 1936 by and between EMSCO CONCRETE CUTTING CORP. hereinafter called the Subcontractor and M. H. GOLDEN hereinafter called the Contractor.

WITNESSETH, That the Subcontractor and Contractor for the considerations hereinafter named agree as follows:

Section 1. That Subcontractor agrees to furnish all material and perform all work as described in Section 2 hereof for Hodges Dam Strengthening for City of San Diego, San Diego County, in accordance with the General Conditions of the Contract between the Owner and the Contractor and in accordance with the Drawings and the Specifications prepared by City of San Diego Water Department hereinafter called the Architect, all of which General Conditions, Drawings and Specifications signed by the parties thereto or identified by the Architect, form a part of a Contract between the Contractor and the Owner dated, March Twenty Fourth 1936, and hereby become a part of this Contract.

Section 2. The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor are

Item 14:	Drilling holes thru concrete	1700 L. Ft.
" 15:	Chipping concrete surface	9300 Sq. ft.
" 16:	Chipping keyways	1650 Cu. ft.
" 18:	Drilling anchor holes in spillway	500 L. ft.
" 19:	Drilling anchor holes in footings	1000 L. ft.

Drilling and gadding for Contractor wherever he desires in places not covered by above items.

Furnishing compressed air, of necessary pressure, and at easily accessible points at the base of dam, sufficient for operation of Contractors concrete vibrators and air hoists for duration of Sub-contractor's work.

Section 3. The Subcontractor agrees to complete the several portions and the whole of the work herein sublet by the time or times following:

Work is to commence immediately upon receipt of notice to proceed, and must at all times be kept in step with the progress of the Contractor without delay to him; and to the satisfaction of the Owner and his Representative.

Section 4. The Contractor agrees to pay the Subcontractor for the performance of his work the sum of Total amount to be determined according to the final quantities as determined by the Owners Representative, in current funds, subject to additions and deductions for changes as may be agreed upon, and to make payments on account thereof in accordance with Section 5 hereof.

The quantities as stated in Section 2 are tentative only, and may be varied by the Engineer to suit conditions encountered during construction.

Item 14:	Seventy two cents - - - - - - - - - - - -	($0.72)	per L. ft.
" 15:	Twenty cents - - - - - - - - - - - - - -	($0.20)	" sq. ft.
" 16:	Dollar One and Thirty Six Cents - - - -	($1.36)	" cu. ft.
" 18:	Forty four cents - - - - - - - - - - - -	($0.44)	" L. ft.
" 19:	Fifty Three cents - - - - - - - - - - - -	($0.53)	" L. ft.

Drilling and gadding in places not covered above:
Dollars two and twenty five cents ($2.25) Per Hour per gun.
(This includes all equipment, tools, fuel and operators required, and will be paid for only actual hours of work.

Furnishing compressed air for concrete vibrators and air hoists, No charge.
The cost of this service is included in above items.

1. EMPLOYMENT SERVICE AND LABOR PREFERENCES.- With respect to all persons employed on projects,[1] except as otherwise[2] provided in Regulation 2:

(a) Such persons shall be referred for assignment to such work by the United States Employment Service, and

(b) Preference in employment shall be given to persons from the public relief rolls, and, except with the specific authorization of the Works Progress Administration, at least 90 per cent of the persons employed on any project[1] shall have been taken from the public relief rolls: Provided, however, That, expressly subject to the requirement of subdivision (b), the supervisory, administrative, and highly skilled workers on the project,[1] as defined in the specifications,[3] need not be so referred by the United States Employment Service.

(c) AMENDMENT OF OCTOBER 7, 1935, TO PARAGRAPH 1.

(1) The State works progress administrator, or representatives designated by him in writing, are hereby authorized to exempt projects from the requirement that 90 per cent of all persons working on a project shall have been taken from the public relief rolls.

(2) No exemption authorized by the foregoing paragraph (1) shall be granted unless the United States Employment Service (or such other agency for the placement

of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) shall have certified to such State works progress administrator or a representative designated by him, that there are no qualified workers on the public relief rolls available within the vicinity of the project. The term 'within the vicinity of the project' shall be construed to mean an area within which the worker may travel to and from work without unusual expenditure of time or excessive cost for transportation.

(3) In the event that an exemption is granted for a project pursuant to the provisions of the foregoing paragraph (1), the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) in assigning workers to such project who are not taken from the relief rolls, shall give preference, first, to bona fide residents of the political subdivision which is financing, in part, the construction of the project, and, second, to bona fide residents of the county in which the project is located, to the extent that labor technically qualified to perform the work is available in such political subdivision and county.

(4) The foregoing provisions are subject to the further condition that when organized labor is desired and requested by the contractor, all organized labor, skilled and unskilled, employed upon the project shall be supplied by the employment agencies designated by the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service) from the membership of recognized unions, with preference, first, to those members of such unions who constitute regular employees of the contractor and who are on the local public relief rolls, second, to other members of such unions who are on the relief rolls, and upon the exhaustion of union members on such rolls, to any other members of the union. In the event, however, that qualified workers are not made available from the membership of the unions within 48 hours (Sundays and holidays excepted) after a request therefor is filed by the contractor, and the employment agency has notified the unions of the receipt of such request, such labor may be chosen by the contractor from other qualified workers, supplied by employment agencies designated by the United States Employment Service (or such other agency for the placement of workers as may be designated by the Federal Works Progress Administrator to act in lieu of the United States Employment Service). The provisions of this paragraph are subject to the further requirement that the preponderance of labor employed upon a project shall be taken from bona fide residents of the political subdivision which is financing, in part, the construction of the project, and the remainder from the county in which the project is located, to the extent that labor technically qualified to perform the work is available therein.

2. QUALIFICATIONS FOR EMPLOYMENT.- (a) No persons currently serving sentence to a penal or correctional institution shall be employed on the project.[1]

(b) No person under the age of sixteen (16) years, and no one whose age or physical condition is such as to make his employment dangerous to his health or safety, or the health and safety of others, may be employed on the project. This paragraph shall not be construed to operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

(c) Except as specifically provided above, workers who are qualified by training and experience and certified for work on the project by the United States Employment Service shall not be discriminated against on any grounds whatsoever. The contractor may dismiss any employee not qualified to perform the work for which he had been referred, subject to disapproval by the owner.

(d) 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. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

3. HOURS OF WORK. (a) Except in case of emergency:

(1) The maximum hours of work for manual labor shall be 8 hours per day and 130 hours per month. On the projects located at points so remote and inaccessible that camps or floating plants are necessary, the maximum hours of work for manual labor shall be 8 hours per day and 40 hours per week.

(2) The maximum hours of work for cooks, camp assistants, and clerical and other non-manual employees such as watchmen, policemen, and messengers, shall be 8 hours per day and 40 hours per week.

(3) Administrative and supervisory employees, including executive employees, timekeepers and storekeepers, who perform in a work-week not more than 15 hours of manual labor (or, in case the project is being constructed on a 40-hour week basis, not more than 20 hours) shall not be subject to any limitation of hours of work.

(4) Wherever practicable, the contractor shall perform the work in at least double shifts of labor, unless otherwise provided in this contract. The contractor shall not knowingly employ under this contract any person engaged in any other gainful occupation whose weekly hours of labor on such occupation, together with his hours of labor on the project, exceed the limitations of hours prescribed for employees of his classification under this contract.

1 The term "projects" or "Project" as here used means the portion of the project covered by this contract.

2 Exception relates only to employees of the owner. Regulation No. 2 is Executive Order No. 7060, approved by the President, June 5, 1935.

3 The term "specifications" as here used means any one of the contract documents.

(b) Nothing in these regulations is intended to authorize hours or days of work in excess of the limitations of any applicable law or regulations.

4. WAGES AND PAY ROLLS.- (a) There shall be paid each employee engaged in the trade or occupation listed below not less than the hourly wage rate set opposite the same, namely:

Trade or Occupation	Per Diem Wage	Hourly Wage Rate	Rates for Legal Holidays and Overtime
Auto Mechanic	$6.00	$ .75	Time & One-Half
Blacksmiths	6.00	.75	do
Cableway Operators	8.00	1.00	do
Carpenter Foremen	8.80	1.10	do
Carpenters	8.00	1.00	do
Cement Finishers	8.00	1.00	do
Compressor Operators	6.00	.75	do
Concrete Finishers	8.00	1.00	do
Concrete Foremen	8.80	1.10	do
Concrete Form Builders	8.00	1.00	do
Concrete Spreaders	5.00	.62-1/2	do
Concrete Tampers	5.00	.62-1/2	do
Concrete Mixermen	5.00	.62-1/2	do
Crane Operators	9.00	1.12-1/2	do
Derrick Operators	9.00	1.12-1/2	do
Dragline Operators	9.00	1.12-1/2	do
Drillers	7.00	.87-1/2	do
Drill Sharpeners	6.00	.75	do
Electricians	9.00	1.12-1/2	do
Excavation Foremen	6.00	.75	do
General Foremen	8.80	1.10	do
Hoist Operators	9.00	1.12-1/2	do
Laborers, Common	5.00	.62-1/2	do
Materialmen	6.00	.75	do
Mechanics	6.00	.75	do
Mechanic Trouble Shooters	6.00	.75	do
Mortar Men	8.00	1.00	do
Pump Men	6.00	.75	do
Reinforcing Steel Foremen	8.80	1.10	do
Reinforcing Steel Workers:			
(Placers and Tiers)	8.00	1.00	do
Riggers (other than heavy)	9.00	1.12-1/2	do
Shovel Operators:			
1 yard or over	10.00	1.25	do
Under 1 yard	8.00	1.00	do
Shovel Cranesmen	6.00	.75	do
Shovel Oilers	6.00	.75	do
Shovel Pitmen	5.00	.62-1/2	do
Superintendents	8.80	1.10	do
Tractor Operators	6.00	.75	do
Timekeepers	6.00	.75	do
Truck Drivers under 15500 pounds	5.44	.68	do
Truck Drivers over 15500 pounds	6.00	.75	do
Welders	8.00	1.00	do

Any craft or employment not specifically mentioned in the foregoing Schedule of rates shall be paid not less than $5.00 per diem of 8 hours.

If after the award of this contract it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate of wage, fairly comparable to the above rates, as shall be approved by the State Director, and such minimum wage rate shall be retroactive to the time of the initial employment of such person in such trade or occupation.

(b) Unless otherwise provided by law, claims or disputes pertaining to the classification of labor under this contract shall be decided by the owner subject to the right of final review by the State Director whose decision shall be binding on all parties concerned.

(c) All employees shall be paid in full, at least once each week within 3 days after the close of the pay-roll period, in lawful money of the United States, unless otherwise authorized in writing by the State Director: Provided, however, that this paragraph shall not be construed to prohibit deductions required by law and collection of obligations by legal process.

(d) A clearly legible statement of the minimum wage rate to be paid each trade and occupation employed under this contract and of the authorized deductions therefrom, if any, shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(e) The contractor and each subcontractor shall prepare the pay rolls upon forms to be prescribed and in accordance with instructions to be furnished by the Works Progress Administration. Not later than the day following the payment of the wages a certified legible copy of each pay roll, whether paid by the contractor or by any subcontractor, shall be transmitted by the contractor to such office as may be designated by the Works Progress Administration. The contractor and each subcontractor shall submit reports at such times and on such forms as may be required by the Works Progress Administration, covering purchases of, and requisitions for, materials, together with such other information as may be required to determine the progress and status of the completion of the work on the project. Such pay rolls shall be sworn to in accordance with the "Regulations Issued Pursuant to So-called Kick-back Statute", issued jointly by the Secretary of the Treasury and the Secretary of the Interior on January 12, 1935, a copy of which is herein elsewhere set forth.

5. ACCIDENT PREVENTION.- Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable law or regulation.

7. MATERIALS - (A) DOMESTIC. It is further understood and agreed, that in accordance with the provisions of Chapter 226, Statutes of California, 1933, it will be required 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 and supplies mined, produced or manufactured, as the case may be, in the United States, shall be used in the performance

of the contract. However, as also provided in said Chapter 226, such provisions shall not apply if articles, materials or supplies of the class or kind to be used, or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured, as the case may be, in the United States. The above references to the United States mean the United States of America, and include any Territory or insular possession thereof."

(b) Convict Made.- No materials manufactured or produced in a penal or correctional institution shall be used on or incorporated in the project, unless required by law.

8. INSPECTION.- (a) The administrator, through his authorized agents, and the Works Progress Administration, through its authorized agents, shall have the right to inspect all work and materials, shall have access to all pay rolls, records of personnel, invoices of material, and all other data and records relevent to the performance of this contract.

(b) Facilities shall be provided as set forth in the specifications for the use of the Government Inspector.

9. CONSTRUCTION REPORT.- The contractor shall submit to the Owner 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. Submission of this information shall be a condition precedent to any payment under this contract. In addition to any records herein required, the following records, on forms to be furnished by the Public Works Administration, are required:

(1) Detailed Estimate (Contractn "break-down").
(2) Construction Schedule (Chart of Contemplated Progress)
(3) Periodical Estimates for Partial Payment.

10. DEPARTMENT OF LABOR REPORTS.- The contractor and each subcontractor shall report to the United States Department of Labor monthly, within five days after the close of each calendar month upon forms to be prescribed, and in accordance with instructions to be furnished, by the United States Department of Labor, covering 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 worked, and an itemized statement of the total expenditures for materials. The contractor shall also furnish to the United States Department of Labor the names and addresses of all subcontractors on the work at the earliest date practicable.

11. PAYMENTS.- (a) The contractor shall provide all labor, services, material, and equipment necessary to perform and complete the work under this contract. Except as otherwise approved by the owner and the State Director, the contractor (1) shall pay for in full all transportation and utility services on or before the 20th day of the month following the calendar month in which such services are rendered, and (2) shall pay for all materials, tools, and other expendible equipment, to the extent of 90 per cent of the cost thereof, on or before the 20th day of the month following the calendar month in which such materials, tools, and equipment are delivered to the project, and the balance of the cost within 30 days after completion of that part of the work in or on which such materials, tools, and other equipment are incorporated or used.

(b) In the absence of other provisions in this contract more favorable to the subcontractor, the contractor shall pay each subcontractor, within five days after each payment made to the contractor, the amount allowed the contractor for and on account of the work performed by the subcontractor, to the extent of the subcontractor's interest therein.

14. OBSERVANCE OF RULES.- All reasonable requirements which the Administrator or his authorized agents may make toward the effectuation of the matters covered in these construction Regulations shall be observed in the performance of the work.

18. PRIORITY OF CONSTRUCTION REGULATIONS.- Any provisions of this contract in conflict or inconsistent with the requirements of these Regulations, except such provisions as are required by applicable law or regulation, shall be void to the extent of such conflict or inconsistency.

19. DEFINITIONS.- The following terms as used in this contract are respectively defined as follows:

"Act": The Emergency Relief Appropriation Act of 1935.

"P.W.A." or Public Works Administration": The Federal Emergency Administration of Public Works.

"Administrator": The Federal Emergency Administrator of Public Works.

"State Director": State Director (P.W.A.), his duly authorized representative or any person designated by the Administrator to perform his duties or functions.

"Government Inspector": The representative of the Inspection Division (P.W.A.).

"Owner": The public body, agency, or instrumentality which is a party hereto and for which this contract is to be performed.

"Emergency": A temporary unforeseen occurrence or combination of circumstances which endangers life or property and calls for immediate action or remedy.

"Material": Materials incorporated in the project, or used or consumed in the performance of the work.

"Subcontractor": A person, firm, or corporation supplying labor and materials or labor for work at the site of the project.

"Work at Site of Project": Work to be performed, including work normally done, on the location of the project.

20. Paragraphs 1, 2(a), (b) and (c), 3(a) (1) and (2), 4(e), 8(a) and 10 incorporate rules and regulations issued by the President under the authority of section 6 of the Act. Any willful violation of any such rule or regulation is punishable by fine of not to exceed $1,000.

(3) Pursuant to the provisions of Public Act No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

SECTION 1. Said Act reads as follows:

> To effectuate the purpose of certain statutes concerning rates of pay for labor by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.
>
> Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever shall be fined not more than $5,000, or imprisoned not more than five years, or both.

Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of_____
County of_____, ss:

I,_____(name the party signing affidavit)_____(Title), do hereby certify that I am (the employee of)_____(name of contractor or subcontractor) who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of_____(project), for the weekly pay roll period from_____day of_____, 193___; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor, performed or to be performed under the contraxt for the above named project.

Sworn to before me this_____day of_____, 193___.

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the payroll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

The clause in the pay-roll affidavit which reads ".....that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor..." is construed by the Public Works Administration to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.
(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.
(c) Such pnpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause "....that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations issued Pursuant to So-Called Kick-back Statute" shall not be construed to prohibit deductions required by law or deductions for health, sickness, unemployment, or other similar benefits voluntarily authorized by permanent employees of equipment suppliers engaged in installation of the equipment at the site of the project.

(4) Section 9 lf the Emergency Relief Appropriation Act of 1935, reads as follows:

"Any person who knowingly and with intent to defraud the United States make any false statementnin connection with any application for any project, employment, or relief aid under the provisions of this joint resolution, or diverts, or attempts to divert, or assists in diverting for the benefit of any person or persons not entitled thereto, any moneys appropriated by this joint resolution, or any services or real or personal property acquired thereunder, or who knowingly, by means of any fraud, force, threat, intimidation, or boycott, deprives any person of any of the benefits to which he may be entitled under the provisions of this joint resolution, or attempts so to do, or assists in so doing, shall be deemed guilty of a misdemeanor and shall be fined not more than $2,000 or imprisoned not more than one (1) year, or both"

"Section 35 of the Criminal Code, as amended, provides a penalty of not more than $10,000 or imprisonment of not more than ten (10) years, or both, for knowingly and willfully making or causing to be made "any false or fraudulent statements .... or use or cause to be made or used any false... account, claim certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement..."relating to any matter within the jurisdiction of any governmental department or agency.

Notwithstanding anything contained herein to the contrary all other terms and conditions of the above mentioned Subcontract to remain in full force and effect.

Dated this 10th day of April, 1936

M. H. GOLDEN
By M. H. GOLDEN, Contractor

SUBCONTRACTOR:
EMSCO CONCRETE CUTTING CORPORATION
W. J. COMETT

Section 5. The Contractor and Subcontractor agree to be bound by the terms of the Agreement, the General Conditions, Drawings and Specifications as far as applicable to this subcontract, and also by the following provisions:

The Subcontractor agrees---

(a) To be bound to the Contractor by the terms of the Agreement, General Conditions, drawings and Specifications, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner.

(b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 24 of the General Conditions.

(c) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one week.

The Contractor agrees---

(d) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General Conditions, Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

(e) To pay the Subcontractor, upon the issuance of certificates, if issued under the schedule of values described in Article 24 of the General Conditions, the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

(f) To pay the Subcontractor, upon the issuance of certificates, if issued otherwise than as in (e), so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.

(g) To pay the Subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.

(h) To pay the Subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Architect fails to issue it for any cause not the fault of the Subcontractor.

(j) To pay the Subcontractor a just share of any fire insurance money received by him, the Contractor, under Article 29 of the General Conditions.

(k) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

(l) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.

(m) To give the Subcontractor an opportunity to be present and to submit evidence in any arbitration involving his rights.

(n) To name as arbitrator under arbitration proceedings as provided in the General Conditions the person nominated by the Subcontractor, if the sole cause of dispute is the work, materials, rights or responsibilities of the Subcontractor; or, if of the Subcontractor and any other subcontractor jointly, to name as such arbitrator the person upon whom they agree.

The Contractor and the Subcontractor agree that---

(o) In the matter of arbitration, their rights and obligations and all procedure shall be analogous to those set forth in this contract.

Nothing in this article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums to any Subcontractor.

Section 6.

a: The Subcontractor agrees to pay any and all State and Federal taxes and fees applicable to this contract.

b: The Subcontractor further agrees to pay all necessary industrial insurance, public liability and property damage insurance premiums applicable to this contract; and to furnish to the Contractor, for approval by the Owner and P.W.A. officers, three (3) certified copies of each of these policies. Said copies to be addressed to the Contractor.

c: The Subcontractor agrees to be bound by and to comply with P.W.A. construction rules and regulations, and regulations as stated on the attached sheets numbers 1 to 17 inclusive.

Section 7. The Contractor agrees to erect sufficient steel or wood skeleton for scaffolding, and to furnish a reasonable amount of suitable planking for same; but the Subcontractor agrees to place the planking as it is needed, and to bring it with him from lift to lift as his work proceeds.

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

M. H. GOLDEN
M. H. GOLDEN, Contractor

EMSCO CONCRETE CUTTING CORP.
W. J. COMETT, Subcontractor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Subcontract between Emsco Concrete Cutting Corp., as Subcontractor and M. H. Golden, on Hodges Dam Strengthening; being Document No. 297343.

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

By Helen M. Willig Deputy.

WHEREAS, ROBERT W. POWELL is the owner of Lot G & H Block 97 Subdivision HORTON'S and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 14th day of April, 1936, by ROBERT W. POWELL that I will, for and in consideration of the permission granted me to remove 14 feet of curbing on 7th Ave. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on ___, my 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.

ROBERT W. POWELL, 5345 Locksley Ave.
Oakland, Calif.

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On this 14th day of April, A. D. Nineteen Hundred and thirty-six, before me, F. E. Blanchard a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert W. Powell 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 Oakland, County of Alameda, State of California, the day and year in this certificate first above written.

F. E. BLANCHARD
Notary Public in and for the County of Alameda, State of California.

(SEAL)
My commission expires November 5, 1938.

RECORDED APR 28 1936 14 min past 10 A.M. in book 511 at page 105 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.
NOLA N. PFAHLER
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 for curb cutting; being Document No. 297426.

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

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 25th day of April, 1936, 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 OLIVER 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 subleases unto the said lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Commencing at a point designated as the northeast corner of the Sikes Tract, in the Rancho San Bernardo, County of San Diego, State of California; running thence in a westerly direction, following the northerly line of the Sikes Tract to an intersection of the northerly line of the Sikes Tract with the 395 foot contour elevation line according to the United States Geological Survey Datum; thence following said 395 foot contour elevation line in a southwesterly direction to its intersection with the west line of that certain parcel of land known as the "Fenton Tract"; thence following said westerly line of the Fenton Tract in a southerly direction to an intersection with the 315 foot contour elevation line of Lake Hodges according to said government survey; thence in a easterly direction following said 315 foot contour elevation line of Lake Hodges to its most easterly point; thence following a line extended in an easterly direction parallel with the southerly line of the Fenton Tract to an intersection with the easterly line of the Rancho San Bernardo; thence in a northeasterly direction following the easterly line of the Rancho San Bernardo to the point of beginning;

Subject 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 31st day of January, 1936, and ending on the 30th day of January, 1939, 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 stock grazing purposes, and for no other purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the demised premises, and each and every part thereof, together with the personal property located thereon, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted;

(3) That the City shall have the right to enter upon said lands for inspection, for the purpose of water development and/or the right to cancel this lease in the event the City deems the use of the land necessary for water development, either by raising the height of the present Lake Hodges Dam, or by by erecting a new dam in the Lake Hodges Reservoir basin; provided, however, that the City shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) days' notice of the City's intention so to do;

(4) That the Lessor reserves all timber, sand, gravel and mineral rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights.

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

It is 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 City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any 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 City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, 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. 64264 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
By R. W. FLACK, City Manager
Lessor

OLIVER SEXSON, Lessee

I hereby approve the form of the foregoing Lease this 15th day of April, 1936.
C. L. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Oliver Sexson; being Document No. 297473.

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

By Helen M. Willig 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 April, 1936.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 27th day of April, in the year nineteen hundred thirty-six, 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 29th day of April, 1936.

D. L. AULT, 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. 64239 passed and adopted on the 7th day of April, 1936, require and fix the sum of $12.00 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
SEVENTH AVENUE LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 6th day of May, 1936, 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 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, 1936, to-wit, to and including December 31, 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 Seventh Avenue Lighting District No. 1", filed January 17, 1936 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 Dollars ($45.00) 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 "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 Dollars ($45.00) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Forty-five Dollars ($45.00).

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: By W. F. RABER
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 29th day of April, 1936.

D. L. AULT, 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. Consolidated Gas & Electric Co., for 7th Avenue Lighting District No. 1; being Document No. 297526.

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

By Helen M. Willig 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 THIRTEEN DOLLARS ($13.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of April, 1936.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said TheCity 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(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
By PAUL WOLCOTT, Resident Vice President
Surety

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 27th day of April, in the year nineteen hundred thirty-six, 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 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 29th day of April, 1936.

D. L. AULT, 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. 64240, passed and adopted on the 7th day of April, 1936, require and fix the sum of $13.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of The City of San Diego.

(SEAL)

By FRED W. SICK, Deputy

CONTRACT FOR STREET LIGHTING
EIGHTH AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 6th day of May, 1936, 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, 1936, to-wit, to and including December 31, 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 Eighth Avenue Lighting District No. 1", filed January 17, 1936 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 and 40/100 Dollars ($50.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Eighth Avenue Lighting District No. 1 Fund."

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 and 40/100 Dollars ($50.40) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Fifty and 40/100 Dollars ($50.40).

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
By W. F. RABER

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

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 29th day of April, 1936.
C. L. AULT, 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 Eighth Avenue Lighting District No. 1; being Document No. 297527.

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

By Helen M. Wilby 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 FIVE HUNDRED SEVENTY-FIVE DOLLARS ($575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of April, 1936.

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, PROSPECT STREET, PROSPECT PLACE, GIRARD AVENUE, HERSCHEL AVENUE and WALL STREET, within the limits and as particularly described in Resolution of Intention No. 63861, adopted by the Council January 7, 1936, 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
By PAUL WOLCOTT, Resident Vice-President
Surety

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

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

On this 27th day of April, in the year nineteen hundred thirty-six, 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 29th day of April, 1936.
D. L. AULT, 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. 64238 passed and adopted on the 7th day of April, 1936, require and fix the sum of $575.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
LA JOLLA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 6th day of May, 1936, 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 Genter Street and the southeasterly line of Prospect Street;
PROSPECT STREET, between La Jolla Boulevard and Cave Street;
PROSPECT PLACE, between Cave Street and Blue Bird Lane;
GIRARD AVENUE, between Silverado Street and Prospect Street;
HERSCHEL AVENUE, between Silverado Street and Prospect Street; and
WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1936, to-wit, to and including December 31, 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 La Jolla Lighting District No. 1", filed January 10, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Two Hundred Ninety-eight and 60/100 Dollars ($2,298.60) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Two Hundred Ninety eight and 60/100 Dollars ($2,298.60) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Two Hundred Ninety-eight and 60/100 Dollars ($2,298.60).

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: By W. F. RABER
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 29th day of April, 1936.
D. L. AULT, 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 La Jolla Lighting District No. 1 being Document No. 297528.

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

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, C. J. HENDRY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California a corporation organized and existing under and by virtue of the laws of___, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED FORTY-NINE DOLLARS ($449.00), 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 April, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 1st day of May, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

2400 - Feet of 2-1/2 inch fire hose, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297082.

NOW, THEREFORE, if 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.

ATTEST: C. J. HENDRY COMPANY, Principal
ROY BLEIFUSS By WM. E. OLSEN, Manager

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety
(SEAL) ATTEST: By GEO. H. MURCH, Attorney in fact
HILDA C. BARRINGER

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 30th day of April, before me, Marston Burnham, in the year one thousand nine hundred and thirty-six, 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.

MARSTON BURNHAM
(SEAL) Notary Public in and for SAN DIEGO County, State of California.
My Commission Expires
April 27, 1938.

I hereby approve the form of the foregoing bond this 1 day of May, 1936.

DAYTON L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I hereby approve the foregoing bond this 1 day of May, 1936.

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 1 day of May, 1936, by and between 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. J. HENDRY 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:

2400 - Feet of 2-1/2 inch fire hose, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297082.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 45 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 Seven Hundred Ninety-two and 56/100 Dollars ($1792.56). 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 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 Seven Hundred Ninety-two and 56/100 Dollars ($1792.56) 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 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 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. 64301 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

ATTEST:
ROY BLEIFUSS

C. J. HENDRY COMPANY, Contractor
By WM. E. OLSEN, Manager

I hereby approve the form of the foregoing Contract this 1 day of May, 1936.
DAYTON L. AULT, 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. J. Hendry Co., for Fire Hose; being Document No. 297544.

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

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, I Mrs. Josephine Roncelli, is the owner of house at 4194 Hamilton Street Lot 47, 48 Block 149 Subdivision University Height and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20 day of April, 1936, by me that I will, for and in consideration of the permission granted I will to remove 10 feet of curbing on Hamilton street adjacent to the above described property, bind Howard ave. to, and here hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me or my, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

MRS. JOSEPHINE RONCELLI
2730 EL CAJONE AVE.

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

On this 21 day of April, A.D. Nineteen Hundred and thirty-six, before me, J. A. Krumholz a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Josephine Roncelli 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)

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

My Commission Expires
July 20, 1939

RECORDED MAY 8 1936 12 min. past 9 A.M. in Book 507 at Page 314 of OFFICIAL RECORDS, SAN DIEGO CO., CAL. Recorded at Request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I 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 for removal of Curb, with Mrs. Josephine Roncelli; being Document No. 297619.

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

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, La Mesa Realty Company, Inc., are, is the owner of Lots 2 and 3 Block 228 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 6th day of May, 1936, by them that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Pacific Highway street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 them, their successors 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.
By H. E. WYLLIE, Secy.
4105 Pacific Highway

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

On this 8th day of May, 1936, 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 - known to me to be the President and H. E. Wyllie known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)
M. L. THOMPSON
My Commission Expires
April 14, 1940
Notary Public in and for the County of San Diego, State of California.

RECORDED MAY 13 1936 15 Min. past 10 A.M. in Book 513 at Page 177 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.
H. 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 for removal of Curb, with La Mesa Realty Co.; being Document No. 297648.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Helen M. Willig Deputy.

The undersigned, CALIFORNIA PACKING CORPORATION, hereby accepts the condition and agreement to be bound thereby contained in that certain Ordinance No. 870 (New Series), extending to May 4, 1943, the term of that certain tidelands lease, dated August 30, 1919, entered into by and between The City of San Diego and Musher & Company, which lease, by Ordinance No. 10500, was authorized to be transferred to California Packing Corporation, and fixing the rent for such extended term.
Dated: 4/16,1936
CALIFORNIA PACKING CORPORATION
By A. W. EAMES, Vice President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of acceptance of extension of tideland lease; being Document No. 297654.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Helen M. Willig Deputy.

The undersigned, CALIFORNIA PACKING CORPORATION, hereby accepts the condition and agreement to be bound thereby contained in that certain Ordinance 869 (New Series), extending to May 4, 1943, the term of that certain tidelands lease, dated September 5, 1929, entered into by and between The City of San Diego and California Packing Corporation.
Dated April 16, 1936
CALIFORNIA PACKING CORPORATION
By A. W. EAMES, Vice President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of acceptance of extension of tideland lease; being Document No. 297653.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Helen M. Willig Deputy.

FORM OF RENEWAL OF GOVERNMENT LEASE
Subject to an Appropriation by the Congress
LEASE BETWEEN
THE CITY OF SAN DIEGO, CALIFORNIA
AND
THE UNITED STATES OF AMERICA

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. N52m-810 dated November 30, 1927, between The City of San Diego, California, and the United States of America for premises, viz:
real property situated in the City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows:
The southeast quarter of Pueblo Lot 1300; the northeast quarter of Pueblo Lot 1300; the west three hundred (300) feet of Pueblo Lot 1309; all of Pueblo Lot 1310; all of that portion of Pueblo Lot 1311 lying east of the Rose Canyon Road; all of that portion of Pueblo Lot 1314 lying south of the Miramar Road; all that portion of Pueblo Lot 1315 lying south of the Miramar Road; the west three hundred (300) feet of Pueblo Lot 1316 lying south of the Miramar Road; of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pascoe in 1870, on file in the office of the City Clerk of said City.

The Lessor hereby covenants and agrees to pay during the term of this lease hereinabove mentioned, or any renewal thereof, all property taxes and assessments whatsoever on the lands hereinabove specified, and to warrant and defend the Government, its officers and agents in the quiet and peaceable enjoyment and possession of said tract, as hereinabove specified, for the entire term of this lease or any renewal thereof.

The Lessor further covenants and agrees that the Government, during the term of this lease or any renewal thereof, shall have the full, free and unrestricted use of all roads; subject, however, to the right of the Public at all times to use said roads as and for public highways; and the said Government shall have all privileges within the above described land, and shall have further right at any and all times during the term of this lease to connect such point or points as it may deem desirable in the area of the leased premises with the roads of the Lessor, and the further right to build new roadways and improve existing roadways within the limits of the leased tract. It is further understood and agreed that the Government is to have the right, except as hereinabove specified and subject to the limitations herein contained, to use, as it may deem appropriate, any part or all of said land hereinabove mentioned for any and all military purposes whatsoever; to establish target ranges, rifle pits, etc., provided, however, that said Government shall not cut, burn, remove or use for any purpose whatever, any of the timber standing or growing or otherwise located on the land hereinabove described. It is understood and agreed by and between the parties hereto that the Lessor, or its duly authorized agents, shall have the privilege of conducting explorations for oil, naptha or petroleum, upon all or any part of the premises hereby leased, at any time during the life of this agreement.

It is further understood and agreed by both parties hereto that a waiver of one breach of any covenant or condition hereinabove contained shall not be taken or construed to be a waiver of any subsequent breach of the same condition or covenant, or of the condition of the covenant itself.

The United States of America this 4th day of May, 1936 elects to renew the said lease for the period of ONE YEAR from and after June 30, 1936 and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning July 1, 1936 and ending June 30, 1937.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA
By R. H. DAVIS
Lt.Col.,A.Q.M., U.S.M.C.,
Depot Quartermaster.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Extension of Lease with U. S. Government for Marine Corps Rifle Range; being Document No. 297702.

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

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, H. F. Johnson is the owner of Lot 17-19 Block 3 Subdivision 1st Ad. to So. Jolla and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of a driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8 day of May, 1936, by myself that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on Belvedere St. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

H. F. JOHNSON, 351 Belvedere St.

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

On this 8th day of May, A.D. Nineteen Hundred and thirty-six, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. F. Johnson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MILDRED C. B. WELLS
Notary Public in and for the County of San Diego, State of California.

(SEAL)
My Commission Expires
March 20, 1937

RECORDED MAY 15 1936 45 min. past 9 A.M. in Book 419 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 H. F. Johnson, re cutting of curb; being Document No. 297719.

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

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, F. M. CASTO & FLORENCE A. CASTO are the owner of Lot 13 Block 11 Subdivision La Jolla Hermosa and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 6 day of May, 1936, by Frank M. Casto that I will, for and in consideration of the permission granted me to remove 28 feet of curbing on La Jolla Blvd. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my 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.

F. M. CASTO
FLORENCE A. CASTO
3036 La Jolla Blvd.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 6 day of May, A.D. Nineteen Hundred and 36, before me, Irene Massey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. M. Casto and Florence A. Casto known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

(SEAL)
My Commission Expires
July 15, 1936.

RECORDED MAY 15 1936 45 Min. past 9 A.M. in Book 495 at Page 452 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.
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 for cutting curb, with F. M. Casto and Florence A. Casto; being Document No. 297720.

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

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, J. D. Mallow are, is the owner of Property at 4157 - 45 Lot 9-10-11 Block 53 Subdivision Fairmont dition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4 day of May, 1936, by J. D. Mallow that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on 45th street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

J. D. MALLOW, 4157 - 45

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 4 day of May, A.D. Nineteen Hundred and 36, before me, Frances Valleau a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. D. Mallow 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.

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

(SEAL)
My Commission Expires
June 23, 1936

RECORDED MAY 15 1936 45 Min. past 9 A.M., in Book 509 at Page 310 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.
SULLIVAN #5
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 J. D. Mallow, for cutting curb; being Document No. 297721.

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

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED 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 14th day of May, 1936.

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, 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
(SEAL) ATTEST: By PAUL WOLCOTT, Resident Vice-President
E. L. TOLSON, Resident Assistant Secretary Surety

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 14th day of May, in the year nineteen hundred thirty-six, 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 ___ day of ___, 1936.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64349, passed and adopted on the 6th day of May, 1936, require and fix the sum of $426.00 as the penal sum of foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT
NO. 2

THIS AGREEMENT, made and entered into this 19th day of May, 1936, 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, 1936, to and including March 15, 1937.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 2", filed January 24, 1936 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 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Seven Hundred 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 P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 15th day of May, 1936.
D. L. AULT, 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. 297735.

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

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 31st day of December, 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 C. H. FOSTER and R. E. FOSTER, of Ramona, California hereinafter called the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessees, as hereinafter set forth, and in consideration of the covenants of the Lessees hereinafter set out and their faithful performance by such Lessees, and upon and subject to the terms, conditions and reservations hereinafter set forth, hereby sublets unto the Lessees that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

> The West half of Section 14; the northwest quarter, the north half of the southwest quarter, the southwest quarter of the southwest quarter, the south half of the northeast quarter and the northwest quarter of the southeast quarter of Section 23; the northwest quarter of the northwest quarter, the south half of the northwest quarter and the northwest quarter of the southwest quarterter of Section 26; the northeast quarter, the south half of the northwest quarter and the north half of the southwest quarter of Section 27; all in Township 12 south, Range 1 east, S.B.B.&M., in the County of San Diego, State of California, according to United States Government Survey Map of record, being 1200 acres of land, more or less;

Subject, however, to all easements, encumbrances and liens of record, and subject to any rights the United States of America may have to maintain and operate an SERA Transient Camp or CCC Camp, or other relief camp, as now located upon a part of said lands.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a period of three (3) years, commencing on the 1st day of December, 1935, and ending on the 30th day of November, 1938, unless sooner terminated as herein provided, at the following rental:

Two hundred fifty-two dollars ($252.00) per year, payable semi-annually in advance during the term of this lease.

In consideration of the premises the Lessees agree with the Lessor as follows:

(1) That the Lessees will pay the said rental promptly, at the times the same becomes payable, as above provided;

(2) That the Lessees will use the land for stock grazing and/or agricultural purposes only;

(3) That the Lessees will construct shall stock-proof fences, or other fences, as required, at their own expense, and upon the termination of this lease all exterior boundary line fences or fences intended to enclose the land leased from ad joining lands, and all fences along the side lines of any public road within the tract leased, shall be left in place and become the unencumbered property of the Lessor;

(4) That the Lessor shall have the right to enter said lands for inspection purposes, and for the purpose of water development.

(5) That no timber, sand, gravel or minerals shall be taken from the land except by The City of San Diego, or its authorized agents.

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.

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, and for the purpose of drilling, operating and maintaining wells and pipe lines on the said demised premises.

It is agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the City Manager of said City.

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

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

It is further understood and agreed that if the Lessees shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessees to be kept, observed or performed, Lessees will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out, of any such default.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, and attested by the City Clerk, thereunto duly authorized by Resolution No. 63841, and the Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R. W. FLACK, City Manager

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

FOSTER BROS. by R. E. FOSTER, Lessees

I hereby approve the form of the foregoing Lease, this 28th day of December, 1935. Lessees
C.L.BYERS, City Attorney by WM.ROY IVES, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with C. H. Foster and R. E. Foster; being Document No. 297736.

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

By Helen M. Willig Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15th day of May, 1936, 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 HOWARD S. WRIGHT, doing business under the name and style of WRIGHT'S AUTO PARK, 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, more particularly described as follows, to-wit:

Beginning at a point 599.40 feet northerly from the north line of Broadway on the westerly line of Atlantic Street (now known as Pacific Highway), as said westerly line is shown upon Municipal Tidelands Subdivision Tract No. 1 filed in the office of the City Clerk of The City of San Diego as Document No. 100007; thence northwesterly at right angles to said westerly line of Atlantic Street a distance of 30.67 feet to the true point or place of beginning, said point being on the westerly line of Pacific Highway as Pacific Highway was dedicated May 23, 1935, by Resolution No. 108 by the Harbor Commission of The City of San Diego; thence north 3° 02' 40" east along the westerly line of said Pacific Highway a distance of 100.74 feet to a point; thence north 89° 58' 20" west a distance of 474.78 feet to a point on the easterly line of the 25 foot park strip adjacent to Harbor Street, according to said Municipal Tidelands Subdivision No. 1; thence south 0° 01' 40" west along the said easterly line of the 25 foot park strip a distance of 360 feet to a point; thence south 89° 58' 20" east a distance of 51.5 feet to a point; thence north 0° 01' 40" east a distance of 260 feet to a point; thence south 89° 58' 20" east a distance of 417.95 feet to a point; thence south 0° 01' 40" west a distance of 0.60 feet to the true point or place of beginning, containing 60,600 square feet, or 1.39 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 one (1) year beginning on the 15th day of May, 1936, and ending on the 15th day of May, 1937, unless sooner terminated as herein provided, at the rental of one hundred dollars ($100.00) per month.

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 purpose of conducting and maintaining thereon an auto park, including the business of selling gasoline and oil and tires, and/or any other business in connection with the conduct and maintenance of an auto park not inconsistent with the laws under which the lease 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.

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

(5) In the event that the lessee shall fail to establish and maintain the business above provided for upon the said leased 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.

(6) Reference is hereby made to all laws as now existing, or 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.

HOWARD S. WRIGHT, Lessee
Doing business under the name and style of Wright's Auto Park.

I hereby approve the form of the foregoing Lease, this 24 day of April, 1936.
DAYTON L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Howard S. Wright, d/b/a Wright's Auto Park; being document No. 297769.

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

By Helen M. Willey Deputy.

L E A S E

THIS INDENTURE, made in duplicate, this 29th day of April, 1936, by and between ROBERT P. SCRIPPS, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises in The City of San Diego, County of San Diego, State of California, particularly described as follows:

> Commencing at the northwest corner of the East Half of Pueblo Lot 1299, of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 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; thence South 00 degrees 24 minutes 23 seconds West along the west line of the East Half of said Pueblo Lot 1299, a distance of 1430.00 feet to a point; thence South 89 degrees 38 minutes 10 seconds East on a line parallel with the north line of said Pueblo Lot 1299 to an intersection with the westerly line of Pacific Highway as now located and established; thence northerly along the westerly line of said Pacific Highway to an intersection with the northerly line of said Pueblo Lot 1299; thence North 89 degrees 38 minutes 10 seconds West, along the north line of said Pueblo Lot 1299 to the point of commencement,

for the term of one (1) year commencing on the 1st day of July, 1936, and ending on the 1st day of July, 1937.

Yielding and paying therefor during the term thereof the sum of Three Hundred Sixty Dollars ($360.00), lawful money of the United States of America, payable monthly in advance on the first day of each and every month during said term, at the rate of Thirty Dollars ($30.00) per month.

PROVIDED, that this lease, shall at the option of the said Lessee, be extended for an additional period of one (1) year from said 1st day of July, 1937, upon such terms and conditions as may be mutually agreed upon, and PROVIDED, further, that the Lessee, in the event it shall desire to exercise said option for an additional one-year term, shall give to the Lessor a written notice thereof not less than sixty (60) days prior to the expiration of the term of this lease.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants:

1. Said premises will be used by said Lessee as a "City Dump" for the disposal and/or dumping thereon of any and all rubbish of any kind, nature or description whatsoever, collected by The City of San Diego, including street sweepings, trees, shrubs and refuse of all kinds.

2. Said Lessee may, in its discretion, place or construct upon said premises any shed or other improvement which it may deem necessary; and said improvement or improvements, shall become and be the property of said Lessee upon the termination of this lease.

3. That if the rent shall be due and unpaid for a period of thirty (30) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void, and all rights of either party herein shall cease and be determined, save and except the reservations and rights in paragraph 2 herein.

IN WITNESS WHEREOF, the Lessor has hereunto set my hand, and the Lessee, acting by and through its City Manager under and pursuant to Resolution No. 64333 of the Council of Lessee authorizing said execution, has executed the same, the day and year first above written.

ROBERT P. SCRIPPS, TRUSTEE
By H. L. SMITHTON, Attorney-in-Fact
Lessor
THE CITY OF SAN DIEGO, Lessee
By R. W. FLACK, City Manager

I HEREBY APPROVE the form of the foregoing Lease this 25th day of April, 1936.
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 Lease with Robert P. Scripps; being Document No. 297783.

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

By Helen M. Wilbig Deputy.

AGREEMENT

WHEREAS, H. Browning Landes and Mary Edith Landes are the owners of all that portion of Playa de las Arenas, being in First Addition to South La Jolla, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 891, filed in the office of the Recorder of said San Diego County, March 3, 1903, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18th day of May, 1936, by H. Browning Landes and Mary Edith Landes that we will, for and in consideration of the permission granted us to remove 14 feet of curbing on Dunemere Drive street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on ourselves, our 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.

H. BROWNING LANDES
MARY EDITH LANDES
318 Dunemere Drive, La Jolla.

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 18th day of May, A.D. Nineteen Hundred and thirty-six, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. Browning Landes and Mary Edith Landes known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

MILDRED C. B. WELLS
(SEAL) Notary Public in and for the County of San Diego, State
My Commission Expires of California.
March 20, 1937.

RECORDED MAY 20 1936 45 min. past 12 P.M. in Book 509 at Page 348 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
SULLIVAN #5
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 H. Browning Landes and Mary Edith Landes, for cutting of curb; being Document No. 297784

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

By Helen M. Wilbig Deputy

AGREEMENT

WHEREAS, Walter G. White are, is the owner of Northerly Portions of Lots 12 & 13 Block 41 Subdivision La Jolla Park and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 13th day of May, 1936, by W. G. White that I will, for and in consideration of the permission granted to remove 22 feet of curbing on Parke Row street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego, I further agree that this agreement shall be binding on___, 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 G. WHITE, 1308 Parke Row

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 13 day of May, A.D. Nineteen Hundred and Thirty six, before me, Robert Good, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared to Walter G. White 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 La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires
April 1, 1940

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

RECORDED MAY 20 1936 44 min. past 12 P.M. in Book 509 at page 348 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. Zervas

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

SULLIVAN #5
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 Walter G. White, for cutting of curb; being Document No. 297785.

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

By Helen M. Willig Deputy.

CONTRACT

THIS AGREEMENT, made and entered into this 19th day of May, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and WILLIAM J. PECK, an individual with place of business at 5300 Santa Fe Avenue, Los Angeles, California, party of the second part, WITNESSETH:

That for and in consideration of the sums of money to be paid by the party of the first part to the party of the second part, in the manner hereinafter provided, the party of the second part agrees to furnish repairs, material, labor and other incidental services in connection with the exchanging, overhauling and repairing of The City of San Diego's blue print machine, in the following manner:

The party of the second part agrees to exchange with the party of the first part one (1) Pease Blue Print Printing Machine of like model, but with repairs listed below:

Blueprint printing machine to have installed one complete set of five lamps, with all fittings for alternating current; lamps to be equivalent to new in construction. Blueprint printing machine to have installed drive motor for printer, with motor control mounted on front of machine; to have installed proper cooling blower and motor; to have replaced all worn or damaged mechanical parts, with the exception of the contact glass; contact band to be cleaned and repaired or to be replaced, at the discretion of the party of the second part. Said second party further agrees to furnish and install a complete new drag roll unit to replace the white print washing attachment now attached to blueprint machine belonging to the party of the first part.

The party of the second part shall supply a new heater and new pump motor for the washer and dryer. All material and parts used in servicing the above printing, washing and drying machine shall be new material, with the exception of the set of five lamps and fittings. Said second party agrees to refinish the printer, washer and dryer and replace all missing parts.

Said second party agrees to perform all services in connection with overhauling the blueprint printing machine at his business location in Los Angeles within 30 days from and after the date of the execution of this contract.

Said second party agrees to recondition and refinish the washer and dryer belonging to the party of the first part, at its present location, City Hall, Fifth Avenue and G Street, San Diego, California.

When said second party has completed servicing and overhauling the blueprint printing machine at its location in the City of Los Angeles, he shall notify the party of the first part; and said first party agrees to deliver to the party of the second part its present blueprint printing machine and to convey and haul to the City Hall, San Diego, California, the exchange blueprint printing machine furnished by the party of the second part. The party of the second part will then at once proceed to recondition the washing and drying machine, and to assemble and put into operation the complete printing, washing and drying machine so that it is installed and operates in a proper and workmanlike manner, similar to new machines of this type.

Said party of the first part, in consideration of the faithful performance by said party of the second part of each, every and all of the covenants and agreements on the part of said party of the second part undertaken by him to be performed, and the acceptance of said blueprint printing machine by the City Manager of said City, will pay said party of the second part in warrants drawn upon the proper fund of said City of San Diego, the sum of Six Hundred Dollars ($600.00) as follows:

Upon completion or exchange of blueprint printing machines, and the acceptance of the same and of all services and material rendered by said party of the second part by the City Manager of said City, seventy-five per cent (75%) of the said contract price shall be paid said party of the second part, 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 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 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 party of the second part, 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 party of the second part.

The party of the second part guarantees the proper operation of the complete and overhauled blue printing, washing and drying machine for a period of six months from the date of the completion of this contract; and agrees to furnish any adjustments or repairs necessary during this guarantee period, without charge to the party of the first part.

Said party of the second part agrees that he will be bound by each and every part of this contract, and perform said services 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 party of the second part 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 party of the second part 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, and the party of the second part has hereunto affixed his signature the day and year first above written.

THE CITY OF SAN DIEGO,
Party of First Part
By R. W. FLACK, City Manager

WILLIAM J. PECK, Party of Second Part

I hereby approve the form of the foregoing Contract, this 19th day of May, 1936.
D. L. AULT, 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 William J. Peck; being Document No. 297791.

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

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 18th day of May, 1936, 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 L. W. BRAWNER, 1788 Titus Street, San Diego, 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, demises and lets unto the said 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 1321; that portion of Pueblo Lot 1316 lying north of the La Jolla-Miramar Road; that portion of Pueblo Lot 1315 lying north of the La Jolla-Miramar Road and northeasterly of that certain tract of land leased to H. K. W. Kumm and particularly described in Document No. 214295 on file in the office of the City Clerk of said City; that portion of Pueblo Lot 1322 lying easterly from the Sorrento Canyon Road; being in all 350 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 18th day of April, 1936, and ending on the 17th day of April, 1939, at a rental of Two Hundred Dollars ($200.00) per year, payable semi-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 stock grazing purposes, and for no other purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the demised premises, and each and every part thereof, together with 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;

(3) 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;

(4) That the Lessor reserved 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;

(5) 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. 64401, 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,
By R. W. FLACK, City Manager Lessor

L. W. BRAUNER, Lessee

I hereby approve the form of the foregoing Lease this 20th day of May, 1936.
D. L. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with L. W. Brauner; being Document No. 297827.

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

By Helen M. Willig Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of April, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and ALBERT E. SPENCER, 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 April 1st, 1936, 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 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 April 1st, 1936, and ending June 30th, 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 R. W. FLACK, City Manager

E. A. SPENCER, Second Party

I hereby approve the form of the foregoing contract, this 24 day of April, 1936.
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 of Contract with E. A. Spencer, as Organ Tuner, being Document No. 297828.
ALLEN H. WRIGHT, City Clerk

By Helen M. Willig Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 23rd day of May, 1936, 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 OLIVER 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 said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Pueblo Lot 1329 of the Pueblo Lands of the City of San Diego, according to Map thereof made by James Pascoe on file in the Recorder's Office of San Diego County, California, subject to any existing adverse claims of title caused by an over-lap of the Sorrento Lands and Townsite upon a portion of said Pueblo Lot 1329;

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of three (3) years, from and after the date of the execution of this lease, at a rental of One Hundred Twenty-five Dollars ($125.00) 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 stock grazing purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises. Provided, however, that the Lessee shall have the right and privilege of subletting for agricultural purposes an area of the lands hereby leased aggregating approximately twelve (12) acres. With the exception of said area, the Lessee shall not assign this lease, or sublet any portion of the leased premises without written approval of the City Manager of said City.

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 Lessee shall at his own charge and expense keep and maintain the boundary line fences now located on said premises in good condition and repair;

(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 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.

(5) 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.

(6) 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 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. 64400, 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
By R. W. FLACK, City Manager, Lessor

O. V. SEXSON, Lessee

I hereby approve the form of the foregoing Lease this 11th day of May, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Oliver V. Sexson; being Document No. 297934.

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

By Helen M. Willig Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15th day of May, 1936, 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 RYAN AERONAUTICAL COMPANY, a corporation, hereinafter designated as the 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; which said lands hereby leased are more particularly described as follows, to-wit:

Beginning at the intersection of the northwesterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the northwesterly line of Quince Street and its southwesterly prolongation, a distance of 308 feet to a point; thence northwesterly parallel to and distant 308 feet southwesterly from the southwesterly line of California Street, a distance of 220 feet to the true point or place of beginning, said point being the most northerly corner of Parcel No. 2, leased to Ryan School of Aeronautics Ltd., March 17, 1932; thence continuing northwesterly parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 90.5 feet to a point; thence southwesterly at right angles to the last described course, a distance of 270 feet to a point; thence southeasterly on a line parallel to and distant 578 feet southwesterly from the southwesterly line of California Street, a distance of 210.5 feet to a point; thence northeasterly at right angles to the last described course, a distance of 100 feet to a point, said point being the most southerly corner of said Parcel No. 2; thence northwesterly on a line parallel to and distant 478 feet southwesterly from the southwesterly line of California Street, a distance of 120 feet to a point, said point being the most westerly corner of said Parcel No. 2; thence northeasterly at right angles to the last described course, a distance of 170 feet to the true point or place of beginning, containing 36,435 square feet, or 0.83643 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 the term beginning on the 15th day of May, 1936, and ending on the thirtieth day of June, 1957, unless sooner terminated, as herein provided, at the following rentals:

For the first ten-year portion of said term, commencing on the 15th day of May, 1936, the sum of twenty-five dollars ($25.00) per month;

For the next five-year portion of said term, the sum of forty dollars ($40.00) per month;

For the remainder of said term, the sum of fifty dollars ($50.00) per month.

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 amendment, change or modification.

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

(1) That the demised premises shall be used for the purpose only and exclusively of conducting and maintaining thereon the business of manufacturing airplanes and airplane parts, and the repairing and selling thereof; and the sale of airplane and automobile gasoline, lubricants and related products. The lessee shall have the right to construct such buildings and/or facilities as may be necessary or convenient for conducting and carrying on the above-named business.

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

(3) 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, at its own cost and expense.

(4) The lessee hereby agrees to indemnify and hold harmless said lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any building or structure on said premises, or by reason of any use of said premises by the lessee; and it further agrees to indemnify and hold harmless the said lessor from all liability or claim of liability, and to pay any judgment rendered against said lessor, and to reimburse the lessor for any expense incurred by it, by reason of any action or suit at law or in equity brought against it, in which it is made a party, by reason of the erection of any such building or structure, or by reason of the occupancy or use by the lessee of the premises herein granted, or in any way relating to or connected with the use of the premises of the lessor. For the purpose of this paragraph the term "expense" shall be construed to include all costs incurred by the lessor in the defense or settlement of said action, or suit, including attorney's fees, filing fees, salaries and expenses of any officials or employees of said lessor while engaged in the defense or settlement of said action or suit.

(5) That the said lessee shall at all times maintain fire equipment and appratus satisfactory to the Harbor Commission.

(6) That said City reserves the right to lay water or sewer pipes across said lands, provided that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purpose.

(7) In the event that the lessee shall fail to establish and maintain the activities above described upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, that then and in that event this lease shall terminate, and said lessee shall have no further rights 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 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) That all wires and wiring serving said leased premises shall be placed underground.

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

(10) 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 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 KLICKA
Members of the Harbor Commission

THE RYAN AERONAUTICAL CO., Lessee
By T. CLAUDE RYAN, Pres.

I hereby approve the form of the foregoing Lease, this 12th day of May, 1936.
D. L. AULT, 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 Ryan Aeronautical Co.; being Document No. 297939.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, GRAYBAR ELECTRIC COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of New York, as Principal, and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under the laws of the State of New York and authorized under the laws of the State of California, to act as sole Surety, as surety, are jointly and 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 SIXTY DOLLARS ($560.00), 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 May, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the ___ day of ___, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

12,500 feet 1-1/2" electrical conduit;
3,500 " 1" " "
140 1-1/2" conduit elbows
50 1" conduit elbows
150 1-1/2" conduit couplings

in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297488.

NOW, THEREFORE, if 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.

GRAYBAR ELECTRIC COMPANY, INC.
(SEAL) ATTEST:
R. G. REDFIELD
By H. L. HARPER,
Pacific District Manager
UNITED STATES GUARANTEE COMPANY, Surety
By R. G. HILLMAN, Attorney-in-fact
And R. H. HILLMAN, Attorney-in-fact.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On this 28th day of May, A.D. 1936, before me, Chas E. Brown, a Notary Public in and for the said County and State, personally appeared R. G. Hillman & R. H. Hillman, known to me to be the persons whose names are subscribed to the within Instrument, as the Attorneys-in-Fact of United States Guarantee Co. and acknowledged to me that they and each of them subscribed the name of UNITED STATES GUARANTEE 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 the day and year in this certificate first above written.

CHAS. E. BROWN
(SEAL) Notary Public in and for said County and State
My Commission expires
January 12, 1938.

I hereby approve the form of the foregoing bond this 29 day of May, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant.

I hereby approve the foregoing bond this 29th day of May, 1936.
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 29th day of May, 1936, by and between 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 GRAYBAR ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

12,500 feet	1-1/2" electric conduit
3,500 feet	1" electric conduit
140	1-1/2" conduit elbows
50	1" conduit elbows
150	1-1/2" conduit couplings,

in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297488.

Said contractor agrees to furnish and deliver said equipment hereinabove described within 20 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 Two Hundred Thirty-seven and 47/100 Dollars ($2237.47). 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 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 Two Hundred Thirty-seven and 47/100 Dollars ($2237.47) 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 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 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. 64425 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

GRAYBAR ELECTRIC COMPANY, INC., Contractor
H. L. HARPER, Pacific District Manager

(SEAL) ATTEST:
R. G. REDFIELD

I hereby approve the form of the foregoing Contract this 29th day of May, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Graybar Electric Co., Inc.,; being Document No. 297942.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.

By Helen M. Willig Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C.
NOTICE OF RENEWAL API-24 MAY 28, 1936

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 this Department 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, all of the conditions and provisions of the said

instrument are hereby extended to cover the period beginning July 1, 1936, and ending with June 30, 1937, 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

The renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress to so appropriate.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Extension of Lease with United States Department of Agriculture, for Pueblo Lands; being Document No. 297954.

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

By Helen M. Willis Deputy.

CONSOLIDATED STEEL CORPORATION, LTD.
P.O. BOX 1348 ARCADE STATION
LOS ANGELES
MAY 14, 1936

V. R. Dennis Construction Company
3911 Fifth Avenue
San Diego, California

Extra Order No. 1

Gentlemen:

With reference to our subcontract with you dated March 18, 1936, covering portions of our contract with the City of San Diego, Owner, for the construction of a portion of the El Capitan-Lakeside Pipe Line in accordance with Specifications P.W.A. Project No. 5575, this will serve as your authority to add the following work to said subcontract.

Bellhole excavation as located and directed by our Superintendent approximately 3700 cu. yds. @ $1.50 per cu.yd. $5,550.00

making the total approximate subcontract price $59,345.00.

Bellhole excavation will be paid for to neat lines according to our Drawing No. Sk1427-2 dated May 5, 1936, attached hereto and made a part hereof and regardless of the dimensions to which the bellholes are actually excavated except where our Superintendent by written order shall require excavation outside the standard dimensions in which case the additional yardage will be paid for at the above mentioned unit price.

It is understood and agreed that all of the terms and conditions of said contract remain unchanged and that all of said terms and conditions shall apply to this extra order as fully as if they had been included herein.

For which we bind ourselves, our successors and assigns.

CONSOLIDATED STEEL CORPORATION, LTD.
By D. G. HENDERSON
Vice President & Treasurer
And H. C. CRANFILL, Assistant Secretary

(SEAL)

Accepted this 16th day of May, 1936
V. R. DENNIS CONSTRUCTION COMPANY
By V. R. DENNIS

HARTFORD ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT
INCREASE RIDER
(Extra Order No. 1)

To be attached to and form a part of that certain Faithful Performance bond executed by HARTFORD ACCIDENT AND INDEMNITY COMPANY on behalf of V. R. Dennis, an individual, doing business as V. R. DENNIS CONSTRUCTION COMPANY, and in favor of CONSOLIDATED STEEL CORPORATION, LTD., a California corporation, said bond executed March 18, 1936 in the amount of FIFTY-THREE THOUSAND SEVEN HUNDRED NINETY-FIVE & NO/100 ($53,795.00) DOLLARS, guaranteeing Faithful Performance of the sub-contract entered into on March 18, 1936 between V. R. Dennis, an individual, doing business as V. R. DENNIS CONSTRUCTION COMPANY and CONSOLIDATED STEEL CORPORATION, LTD., for the furnishing of certain labor, material, and/or equipment in connection with the general contract of Consolidated Steel Corporation, Ltd., with the CITY OF SAN DIEGO for welded steel pipe line, trenching appurtenances, etc., as per specifications P.W.A. Project 5575.

WHEREAS, on or about May 14, 1936, the said sub-contract was, by Extra Order No. 1, increased by the addition of the following work to said sub-contract:

"Bellhole excavation as located and directed by our Superintendent - approximately 3700 cu. yds. @ $1.50 per cu. yd."

and the sub-contract price was thereby increased by the sum of Five Thousand Five Hundred Fifty and No/100 ($5,550.00) Dollars.

NOW, THEREFORE, in consideration of any additional premium to be charged, it is hereby stipulated and agreed that the above described Faithful Performance Bond is extended to include the additional work specified in Extra Order No. 1, and it is further stipulated and agreed that the penalty of said Faithful Performance Bond shall be and is hereby increased to the penalty of Fifty-nine Thousand Three Hundred Forty-five and No/100 ($59,345.00) Dollars, but in no event shall the liability of the HARTFORD ACCIDENT AND INDEMNITY COMPANY exceed the last mentioned amount.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above-mentioned bond, other than as stated above.

Signed, sealed and dated this 18th day of May, A.D. 1936.

V. R. DENNIS CONSTRUCTION COMPANY
By V. R. DENNIS

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By DICK W. GRAVES, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On this 18th day of MAY, 1936, 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.

(SEAL)
My Commission Expires
June 18, 1938

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

HARTFORD ACCIDENT AND INDEMNITY COMPANY
HARTFORD, CONNECTICUT
INCREASE RIDER
(Extra Order No. 1)

To be attached to and form a part of that certain Labor and Material bond executed by HARTFORD ACCIDENT AND INDEMNITY COMPANY on behalf of V. R. Dennis, an individual, doing business as V. R. DENNIS CONSTRUCTION COMPANY, and in favor of CONSOLIDATED STEEL CORPORATION, LTD., a California corporation, said bond executed March 18, 1936 in the amount of TWENTY-SIX THOUSAND EIGHT HUNDRED NINETY-SEVEN & 50/100 ($26,897.50) DOLLARS, guaranteeing the payment for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done under sub-contract entered into on March 18, 1936 between V. R. Dennis, an individual, doing business as V. R. DENNIS CONSTRUCTION COMPANY and CONSOLIDATED STEEL CORPORATION, LTD., for the furnishing of certain labor, material, and/or equipment in connection with the general contract of Consolidated Steel Corporation, Ltd., with the CITY OF SAN DIEGO for welded steel pipe line, trenching appurtenances, etc., as per specifications P.W.A. Project 5575.

WHEREAS, on or about May 14, 1936, the said sub-contract was, by Extra Order No. 1, increased by the addition of the following work to said sub-contract:

"Bellhole excavation as located and directed by our Superintendent - approximately 3700 cu. yds. @ $1.50 per cu. yd."

and the sub-contract price was thereby increased by the sum of Five Thousand Five Hundred Fifty and No/100 ($5,550.00) Dollars.

NOW, THEREFORE, in consideration of any additional premium to be charged, it is hereby stipulated and agreed that the above described Labor and Material Bond is extended to include the additional work specified in Extra Order No. 1, and it is further stipulated and agreed that the penalty of said Labor and Material Bond shall be and is hereby increased to the penalty of Twenty-nine Thousand Six Hundred Seventy-two and 50/100 ($29,672.50) Dollars, but in no event shall the liability of the HARTFORD ACCIDENT AND INDEMNITY COMPANY exceed the last mentioned amount.

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements or warranties of the above-mentioned bond, other than as stated above.

Signed, sealed and dated this 18th day of May, A.D. 1936.

V. R. DENNIS CONSTRUCTION COMPANY
By V. R. DENNIS

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By DICK W. GRAVES, Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)

On this 18th day of MAY 1936, 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
(SEAL)
My Commission Expires
June 18, 1938.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Extra Work Order No. 1 on El Capitan Pipeline Project; being Document No. 297968.

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

By Helen M. Wills Deputy.

CONTRACT

THIS AGREEMENT, made this 29th day of May, 1936, by and between THE CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to Resolution No. 64427 adopted by the Council of The City of San Diego May 19, 1936, party of the first part, and LOUIS C. HILL, LESTER S. READY and DR. J. P. BUWALDA, parties of the second part, WITNESSETH:

THAT, WHEREAS, The City of San Diego is desirous of having made an investigation and full and complete report concerning the matter of conveying water from the Colorado River to The City of San Diego, which said investigation and report will embrace, among other things, findings upon the following:

(1) The necessity for a water supply for the San Diego metropolitan area in excess of that which the City can economically develop locally and the expected increase in population and use of water until the local supply is all put to use.

(2) The most economical plan for bringing Colorado River water to the City, giving due consideration to the following routes and conditions:

(a) Metropolitan aqeduct, Lakeview, San Vicente route:

(1) Participation as a member city.
(2) Permanent right for city's water to Lakeview
(3) Temporary right for city's water to Lakeview
(4) Other alternatives

(b) All-American Canal route:
(1) Via Borego Valley with tunnel at elevation 1000, 2000,3000 or other elevations
(2) Via Vallecita Valley with tunnel at elevation 2000, or other elevations
(3) Via Hipass and Morena
(4) Other alternatives.

(3) The most economical program of development as between development of local resources and the bringing in of Colorado River water

(4) The construction, operation and maintenance cost of each route considered for the following developments: 10,25,50,75 and 100 m.g.d.

(5) The most economical plan for securing Colorado River water in event of emergencies due to unusual drought conditions.

Together with such cost estimates, suggestions and recommendations as may be required or helpful in connection with the foregoing; and

WHEREAS, prior to entering into such contract and undertaking such work by second parties, it is desirable that second parties be retained and employed to conduct a preliminary inspection for the purpose of outlining the engineering work deemed essential to meet the requiremenets of the City, together with an estimate of the amount of time required in, and the cost of, completing such work by them;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter recited, The City of San Diego does hereby employ the parties of the second part, and the parties of the second part do hereby accept employment, for a period of three (3) days, commencing on the 2nd day of June, 1936, and ending on the 4th day of June, 1936, at the compensation and for the purposes hereinafter set forth or referred to.

The parties of the second part agree to perform such professional services as may be necessary and required of them by the partyeof the first part during the period of their employment hereunder to acquaint themselves generally with the situation and problems confronting the City with regard to the conveyance of Colorado River water to the City, to outline the engineering work deemed essential to be performed in order to make a complete report and findings upon the matters required to be covered as the same are generally set forth in the preamble hereof, together with such additional matters as the City may desire to be included and covered, to enable them to furnish to the City an estimate as to the amount of time required, probable minimum cost and working force necessary for them to complete the work involved in the investigations, studies and compilation of data necessary for, and to make a complete report of the character and scope herein indicated.

As compensation for such services actually rendered by them, the party of the first part agrees to pay to the parties of the second part, and each of them, the sum of one hundred dollars ($100.00) per day, together with costs and expenses of each of said second parties while engaged in the performance of such services; provided, however, that nothing herein contained shall be construed as obligating the City to pay second parties for more than three (3) days of working time hereunder; nor as obligating the parties of the second part to devote more than three (3) days of working time hereunder.

IN WITNESS WHEREOF, this agreement is executed on behalf of The City of San Diego by its City Manager, pursuant to authority so to do contained in Resolution No. 64427, duly and regularly adopted by the City Council on the 19th day of May, 1936; and the parties of the second part have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Party of the first part
By R. W. FLACK, City Manager

LOUIS C. HILL
LESTER S. READY
DR. J. P. BUWALDA
Parties of the second part.

I hereby approve the form of the foregoing contract, this 19th day of May, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for personal services of Louis C. Hill, Lester S. Ready and Dr. J. P. Buwalds, on water matters; being Document No. 297970.

ALIEN H. WRIGHT
City Clerk of The City of San Diego, California.

By Helen M. Willig Deputy.

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of May, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and GEORGE CARTER, 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 clean, restore and catalogue exhibition and study material for the San Diego Museum; to aid in the installation and retirement of museum exhibits, and the labeling of the same; to render docent service to visiting groups 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 May 1, 1936, 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 Dollars ($100.00) 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 Dollars ($100.00) 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 for a period of two (2) months only and shall not continue in effect beyond the fiscal year ending June 30, 1936. Termination hereof shall not, however, be deemed to affect the Civil Service status of second party.

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 R. W. FLACK, City Manager

GEORGE F. CARTER, Second Party.

I hereby approve the foregoing Contract of Employment this 1st day of May, 1936.
J. G. MORLEY, Park Director.

I hereby approve the form of the foregoing contract this 1st day of May, 1936.
D. L. AULT, 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 for employment of George Carter, as Curator of Archaeology of the San Diego Museum; being Document No. 298018.

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

By Helen M. Willig Deputy.

DEPARTMENT OF COMMERCE
BUREAU OF AIR COMMERCE

OAKLAND, CALIFORNIA
June 1st, 1936

City of San Diego,
San Diego, California

Site No. 1, SD-LA Airway

Gentlemen: By authority of the Secretary of Commerce and in accordance with the terms of the lease executed by you on October 31st, 1932, bearing U. S. Government Contract Serial 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, 1936, and ending June 30, 1937, with the understanding however, that the lease may be cancelled by the United States at any time by giving you thirty (30) days written notice of its intention to do so.

This renewal is contingent upon the Congress of the United States making the necessary appropriation to cover such expense during the Fiscal Year 1937.

Yours very truly,
(SIGNED) D. J. WILSON, Acting District Manager
H. T. BEAN, District Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Extension of Lease, from U.S. Department of Commerce; being Document No. 298037.

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

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED STATES PIPE & FOUNDRY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, as Principal, and UNITED STATES GUARANTEE 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 FOUR THOUSAND ONE HUNDRED NINETY-FOUR DOLLARS ($4,194.00) 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 May, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 20th day of May, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

4908 feet 12", Class C, B&S cast iron pipe, 12 foot lengths
1500 " 16" " " " " " " " " "

in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297349.

NOW, THEREFORE, if 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) UNITED STATES PIPE & FOUNDRY COMPANY, Principal
ATTEST: By R. W. MARTINDALE, Pac Coast Mgr.
CHAS. R. RAUTH, Secretary

UNITED STATES GUARANTEE COMPANY, Surety
(SEAL) By CELIA L. PETAR, Attorney in Fact
A. O. FISKE , Attorney in fact

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

On this 20th day of May, in the year nineteen hundred and thirty six, 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 Celia R. Petar and A. O. Fiske, 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) Notary Public in and for the City and County of San Francisco, State of California.
My Commission expires
Mar 10, 1938.

I hereby approve the form of the foregoing bond this 4th day of June, 1936.
D. L. AULT, City Attorney

I hereby approve the foregoing bond this 4th day of June, 1936.
R. W. FLACK, City Manager.

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of May, 1936, 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 UNITED STATES PIPE & FOUNDRY COMPANY 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. trench-side Rosecrans Street, San Diego, California:

4908 feet 12", Class C, B&S cast iron pipe, 12 foot lengths,
1500 " 16" " " " " " " " " "

in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297349.

Said contractor agrees to furnish and deliver said material hereinabove described immediately upon the execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Sixteen Thousand Seven Hundred Seventy-three and 39/100 Dollars ($16,773.39). 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 material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Sixteen Thousand SEVEN HUNDRED Seventy-three and 39/100 Dollars ($16,773.39), as follows:

Upon 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 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 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 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 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 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. 64394 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: UNITED STATES PIPE & FOUNDRY COMPANY, Contractor
CHAS. R. RAUTH, Secretary. By M. F. S. RUSSELL, President

I hereby approve the form of the foregoing Contract this 4th day of June, 1936.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of contract with United States Pipe & Foundry Co., being Document No. 298028.

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

WHEREAS, E. H. CRABTREE is the owner of Lot B Block 11 Subdivision Horton's Addition, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of May, 1936, by E. H. CRABTREE that he will, for and in consideration of the permission granted him to remove 25 feet of curbing on 3rd Street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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. H. CRABTREE, Owner's Name
Address 3465 Hawk St., San Diego, Calif.

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

On this 26 day of May, A.D. Nineteen Hundred and 36, before me, Dorothy M. Hooper a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. H. Crabtree known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission Expires
May 23, 1937

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

RECORDED JUN 16 1936 30 min. past 10 A.M. in Book 518 at Page 339 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy D. COLE

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 Agreement for cutting of curb; being Document No. 298131. (with E. H. Crabtree)

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kradatrom 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 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 8th day of June, 1936.

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 Beach Drive, 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
(SEAL) ATTEST: By PAUL WOLCOTT, Resident Vice President
E. L. TOLSON, Resident Assistant Secretary Surety

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

On this 8th day of June, in the year nineteen hundred thirty-six, 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 Underking this 11th day of June, 1936.

D. L. AULT, City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64419 passed and adopted on the 19th day of May, 1936, require and fix the sum of $679.00 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
MISSION BEACH LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 16th day of June, 1936, 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 Beach Drive, 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, 1936, to-wit, to and including May 14, 1937.

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 28, 1936 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 64/100 Dollars ($542.64) 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 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."

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."

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 W. F. RABER

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

THE CITY OF SAN DIEGO
By P. 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.

I HEREBY APPROVE the form of the foregoing Contract, this 11th day of June, 1936.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas and Electric Company, for Mission Beach Lighting District No. 1; being Document No. 298133.

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

By August M. Kadatsan Deputy.

U.S.G.CO. BOND 1058116

KNOW ALL MEN BY THESE PRESENTS, That we, EUREKA FIRE HOSE DIVISION of United States Rubber Products, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, as Principal, and U.S.Guarantee 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 EIGHT HUNDRED EIGHTY-TWO DOLLARS ($882.00), 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 June, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 8th day of June, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

5000 - Feet of 2-1/2 inch fire hose, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297583.

NOW, THEREFORE, if 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 named and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

EUREKA FIRE HOSE DIVISION of
UNITED STATES RUBBER PRODUCTS, INC.,
Principal.

(SEAL) ATTEST:
O. W. GREINER, Asst.Secretary.

By J. H. GREEN, General Manager

UNITED STATES GUARANTEE COMPANY, Surety.
By WILLIAM F. LUND
By WALTER C. REICH

(SEAL) ATTEST:
T. J. SEMLER

Countersigned FRANKLIN INSURANCE SERVICE CORPORATION
Agents for United States Guarantee Co.
By BYRON GILCHRIST, Attorney-in-fact.

I hereby approve the form of the foregoing bond this 12th day of June, 1936.
D. L. AULT, City Attorney

I hereby approve the foregoing bond this 12th day of June, 1936.
R. W. FLACK, City Manager.

STATE OF NEW YORK)
CITY & COUNTY OF) ss.
NEW YORK,)

On this 8th day of June, 1936, before me personally came William F. Lund to me known and by me known to be an Attorney-in-Fact of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the annexed Contract Bond on behalf of United States Rubber Products, Inc. and the said William F. Lund being by me duly sworn, did depose and say that he resides in the City of Floral Park in the State of New York, that he is an Attorney-in-Fact of said UNITED STATES GUARANTEE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company of which a certified copy is hereto attached, and that he signed said annexed instrument as an Attorney-in-Fact of said Company by like authority; and that he is acquaint ed with Walter C. Reich and knows him to be also an Attorney-in-Fact of said Company and that the signature of said Walter C. Reich subscribed to said annexed instrument is in the genuine handwriting of said Walter C. Reich and was thereto subscribed by like authority and in deponent's presence; that the assests of said Company, unencumbered and liable to execution, exceed its debts, claims and liabilities of every nature by more than the sum of two million dollars, and that he believes the attached statement of said Company's assessts and liabilities, signed by deponent, is true and correct.

WILLIAM F. LUND, Deponent's Signature.

Subscribed, Acknowledged and Sworn to
before me on the date above written.
THOMAS J. SEMLER, (Officer's Signature, Description and Seal)
(SEAL) Notary Public, Queens County, No. 1492
New York County Clerk's No. 331
Commission Expires March 30,1937.

(Certified Copy POWER OF ATTORNEY authorizing execution of Bonds.)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES GUARANTEE COMPANY of New York City, New York, a corporation of the State of New York, has constituted and appointed, and does

hereby constitute and appoint ARTHUR SURKAMP, ALVA F. MYERS, HENRY A. VAN DYCK, WALTER C. REICH, JOHN P. FLYNN and WILLIAM F. LUND of the City of New York, N.Y. each its true and lawful Attorney-in-Fact to execute jointly with either of the others, under such designation in this Company's name and to affix its corporate seal to, and deliver for and on its behalf, as surety thereon or otherwise, bonds, or obligations given by or on behalf of either United States Rubber Company, United States Rubber Products, Incorporated, United States Tire Company, United States Tire Company, Incorporated, or United States Rubber Export Company, Ltd., of either of the following classes, to-wit:

1. Bonds or obligations required on bids or proposals, or to secure the performance of contracts or awards, for furnishing supplies to, or for furnishing labor and materials and performing any work for, the United States of America, or any State, City, Town, Village, Board, or others;

2. Any other bond or undertaking, the execution of which shall be authorized by letter addressed to either of said Attorneys-in-Fact, signed by George H. Reaney, President, or John T. Jones or William E. Schenck or James G. Cannon, Vice-Presidents, of this Company, and sealed with this Company's corporate seal, attested by its Secretary or one of its Assistant Secretaries; - and the execution of any and all such bonds and undertakings by any two of such Attorneys-in-Fact in this Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

IN WITNESS WHEREOF, the said UNITED STATES GUARANTEE COMPANY has, pursuant to its By-Laws caused these presents to be signed by its Vice-President and Secretary and its corporate seal to be hereto affixed this 27th day of June, 1932.

UNITED STATES GUARANTEE COMPANY,
By WILLIAM E. SCHENCK, Vice-President

(CORP.)
(SEAL)
JAMES G. CANNON, Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK,) ss

On this 27th day of June, 1932, before me personally came James G. Cannon to me known and by me known to be Secretary of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the foregoing Power of Attorney to ARTHUR SURKAMP, ALVA F. MYERS, HENRY A. VANDYCK, WALTER C. REICH, JOHN P. FLYNN and WILLIAM F. LUND and the said James G. Cannon being by me duly sworn did depose and say that he resides in the City of New York, in the State of New York; that he is Secretary of the UNITED STATES GUARANTEE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Secretary of said Company by like authority; that he is acquainted with William E. Schenck and knows himto be Vice-President of said Company and that the signature of said William E. Schenck subscribed to said Power of Attorney is in the genuine handwriting of said William E. Schenck and was thereto subscribed by authority of said By-Law and in deponent's presence.

JAMES G. CANNON

Subscribed, Acknowledged and Sworn to
before me on the date above written.
(NOTARIAL SEAL) WARD E. FLAXINGTON
Notary Public, Queens County No. 534
Certificate Filed in New York Co. No. 17
Commission Expires March 30, 1933.

CITY AND COUNTY OF NEW YORK: ss

I, Ward E. Flaxington, Assistant Secretary of the UNITED STATES GUARANTEE COMPANY do hereby certify that the following is a true excerpt from the By-Laws of said Company as adopted by its Board of Directors on March 19, 1919 and that the same has not since been amended or rescinded, to-wit:

"ARTICLE VII. EXECUTIONOF BONDS, ETC.

Sec. 1. All bonds, undertakings, contracts, powers of attorney and other instruments for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company by its President, or a Vice-President, jointly with its Secretary, or an Assistant Secretary, under their respective designations, except that:

(a) any officer or officers, agent or agents, attorney-in-fact or attorneys-in-fact designated in any resolution of the Board of Directors or Executive Committee adopted either before or after the making of this by-law, or in any power of attorney executed as provided for in this section, may execute in the manner prescribed in such resolution or power of attorney any such bond, undertaking or other obligation which he or they shall be empowered to execute by such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof executed by said United States Guarantee Company to ARTHUR SURKAMP, ET, AL. dated June 27th, 1932 and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said UNITED STATES GUARANTEE COMPANY is duly licensed to transact fidelity and surety business in the State of New York and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and the seal of said Company at New York City, N.Y. this 8th day of June, 1936.
(SEAL)

WARD E. FLAXINGTON, Assistant Secretary.

FINANCIAL STATEMENT OF
UNITED STATES GUARANTEE COMPANY
90 JOHN STREET, NEW YORK, N.Y.
as of December 31, 1935.

ASSETS		LIABILITIES	
United States Government Bonds,	$2,184,359.37	Reserve for Unearned Premiums	$ 2,350,795.49
U.S.Gov't.Bonds maturing in 1936	200,832.90	Reserve for Losses and Claims	2,370,646.05
Dominion of Canada Bonds	122,681.00	Reserve for Loss Adjustment Expense	46,110.47
State and Municipal Bonds	727,741.05	Reinsurance Reserves	350,098.34
Railroad Bonds and Stocks	906,440.27	Commissions and Brokerage	121,737.55
Public Utility Bonds and Stocks	1,888,291.40	Federal and State Taxes	243,068.84

Miscellaneous Bonds and Stocks	3,874,333.76	: Accounts Payable		175,014.11
Total Bonds and Stocks	9,904.679.75	: Special Reserve		43,698.78
Cash in Banks $1,244,082.00		: Voluntary Contingency Reserve		500,000.00
Cash in Office 6,550.00	1,250,632.00	:		6,201,169.63
Premiums, not over three months due	660,861.41	: Capital Paid In $1,000,000.00		
		: Surplus 4,812,736.83		
Reinsurance Receivable	67,615.34	: Surplus to Policyholders		5,812,736.83
Accrued Interest	52,998.30	:		
Other Assets	77,119.66	:		
Total Admitted Assets	$12,013.906.46	: Total Liabilities		$12,013,906.46

Bonds and Stocks are valued in accordance with requirements of State of New York Insurance Department.
On the basis of December 31, 1935 market quotations for all bonds and stocks owned, this company's total admitted Assets would be increased by $242,673.58 and its Surplus by $286,372.36.
Securities carried at $745,078.15 in the above statement are deposited as required by law.

STATE OF NEW YORK,)
CITY AND COUNTY OF) SS:
NEW YORK,)

Ward E. Flaxington, Assistant Secretary, of the United States Guarantee Company, being duly sworn, deposes and says that the foregoing statement of the Assets and Liabilities of said United States Guarantee Company on December 31, 1935 is true and correct and is a true abstract of the Statement of Assets and Liabilities of said Company as filed with the Secretary of the Treasury of the United States for the year ending December 31, 1935.

WARD E. FLAXINGTON

Subscribed and sworn to before me
this 5th day of February, 1936.
(SEAL) HARRY GORDAN
Notary Public Kings Co. No. 207
N.Y.Co. Cl'k No.586,Reg.No.6G336
Commission Expires March 30,1936.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 8th day of June, 1936, by and between 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 EUREKA FIRE HOSE DIVISION of United States Rubber Products, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

5000 - Feet of 2-1/2 inch fire hose, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297583.

Said contractor agrees to furnish and deliver said material 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 material hereinabove described at and for the price of Three Thousand Five Hundred Twenty-five Dollars ($3525.00). 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 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 Five Hundred Twenty-five Dollars ($3525.00) 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 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 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. 64440 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

EUREKA FIRE HOSE DIVISION OF
UNITED STATES RUBBER PRODUCTS, INC.,
Contractor.
By J. H. GREEN, General Manager.

(SEAL) ATTEST:
O. W. GREINER, Asst.Secretary.

I hereby approve the form of the foregoing Contract this 12th day of June, 1936.
D. L. AULT, City Attorney

UNITED STATES RUBBER PRODUCTS, INC. 1/10/36

Certificate as to persons authorized to sign bonds, bids, contracts, and proposals for GOVERNMENT or MUNICIPAL ORDERS also SALES and CONSIGNMENT CONTRACTS. I HEREBY CERTIFY:

(1) That Francis B. Davis, Jr. is the President of this Corporation, and that William deKrafft, Edward J. Coughlin, William A. Eden, Thomas J. Needham, Elmer Roberts, Herbert E. Smith and Lucius D. Tompkins are the Vice Presidents.

(2) That the following is a true and correct extract from the By-Laws of the United States Rubber Products, Inc., as adopted July 26, 1928, and amended August 16, 1934 and is still in force and effect:

"The President and the Vice Presidents, respectively, and such other officers as may be designated by the Board of Directors, shall have authority to execute on behalf of the company all contracts, leases, bids, bonds and other instruments in the usual course of business and, when authorized by the Board of Directors, deeds and other instruments affecting the real property of the Company."

(3) That at a meeting of the Board of Directors of the United States Rubber Products, Inc., duly called and held March 25, 1930, at which a quorum was present, the following resolution was adopted and is still in force and effect, viz:

"RESOLVED: That the President, subject to the control of the Board of Directors, shall have the power to select, appoint and designate the powers and duties of the respective departmental General Managers, General Sales Managers, their assistants and other officers and representatives of the Company, not appointed or required to be appointed by the Board of Directors, pursuant to the By-Laws, and that such selections, appointments and designations as the President has heretofore, made be and they are hereby approved, ratified and confirmed."

(4) That under the authority of said vote, the President, Francis B. Davis, Jr., has filed with me a delegation of power to the following persons to execute bonds, bids, contracts and proposals for Government or Municipal Orders, and also Sales and Consignment Contracts in behalf of the United States Rubber Products, Inc., as to the respective commodities set opposite their names, and that such delegation has not been revoked.

UNITED STATES RUBBER PRODUCTS, INC.

F. C. Adams	Asst. Treasurer & Asst. Secretary, Firestone Footwear Company United States Rubber Products, Inc. Successor
G. H. Bennett, Jr.	Control Manager, Ball-Band Plant, Mishawaka. Control Manager, Clothing Division, Mishawaka.
J. B. Brady	General Manager, Pacific Division
W. J. Cantwell	Merchandise Manager, Clothing Division, Mishawaka.
R. V. Cleary	Assistant Control Manager, Ball-Band Plant, Mishawaka.
E. C. Conlin	Sales Manager, Golf Ball Department
H. L. Whitney	Sales Manager, Shoe Products Department
J. A. Donnelly	Manager, Wholesale Footwear Sales
W. R. Douglas	Sales Manager, Druggist Sundries & Specialties
James J. Drummey	Manager, Clothing Department
H. A. Everlien	Manager, Branch Sales Mechanical Goods Division
H. A. Farr	Assistant General Sales Manager, Tire Division
J. H. GREEN	General Manager, Eureka Fire Hose Division
W. Gussenhoven	Assistant to Vice President, Mechanical Goods Division
H. J. Haflin	General Sales Manager, Sundries, Golf Balls and Shoe Products
H. N. Hawkes	General Sales Manager, Tire Division
C. Heitzmann	Assistant to Vice-President, Mechanical Goods Division
C. W. Higbee	Manager, Wire Sales
H. S. Marlor	Assistant General Manager, Footwear Division
T. J. Needham	Vice President and General Manager, Footwear & Clothing Division
C. J. Noonan	Footwear Sales Manager, Pacific Division
R. D. Patch	Comptroller, Firestone Footwear Company, United States Rubber Products, Inc., Successor
Victor N. Peterson	Manager, Footwear Control Department
G. J. Russ	Manager, Government Sales, Mechanical Goods Division
Walter F. Spoerl	Assistant Manager, Branch Sales Mechanical Goods Division
Thomas P. Walsh	Sales Manager, Clothing and Coated Fabrics Division
H. W. Waite	Assistant General Manager, "Lastex" and Thread Division
E. H. White	Manager, Branch Footwear Sales

WITNESS my hand and the seal of said United States Rubber Products, Inc. this ____ day of _____, 193__.

ERIC BUCKMAN, Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Eureka Fire Hose Division for Fire Hose. Being Document No. 298148.

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

CITY OF SAN DIEGO
WATER DEPARTMENT
SAN DIEGO, CALIFORNIA.
June 12, 1936.

TO THE HONORABLE, THE MAYOR AND COUNCIL
OF THE CITY OF SAN DIEGO, CALIFORNIA.

Subject: P.W.A. Docket 5575 El Capitan-Lakeside Pipe Line, Subcontract with Belyea Truck Company.

Gentlemen:

With further reference to Document No. 296681, being contract between the City of San Diego and Consolidated Steel Corporation Ltd. for the construction of Portion El Capitan-Lakeside Pipe Line P.W.A. Docket 5575, enclosed is subcontract agreement entered into between Contractor Consolidated Steel Corporation Ltd. and Belyea Truck Company of Los Angeles for hauling and unloading the pipe in connection with the above pipe line.

The enclosed subcontract agreement appears to be regular and in conformity with the requirements of the specifications filed with the Council under Document No. 295799, and with the rules and regulations of the Public Works Administration.

RECOMMENDATION: It is recommended that the subcontract agreement between Contractor Consolidated Steel Corporation Ltd. and Belyea Truck Company be approved.

Respectfully
FRED D. PYLE
Hydraulic Engineer.

FDP/p
encl.
APPROVED JUN 15 1936 R.W.FLACK, City Mangger.

SUBCONTRACT AGREEMENT

1. This subcontract agreement entered into this 11 day of June, 1936 at Los Angeles, California, by and between BEEYEA TRUCK COMPANY, 6800 South Alameda Street, Los Angeles, California, hereinafter referred to as Subcontractor and CONSOLIDATED STEEL CORPORATION, LTD., a California corporation, hereinafter referred to as the Contractor WITNESSETH

2. WHEREAS the Contractor has a contract to furnish and perform certain labor, material, and/or equipment for the City of San Diego, hereinafter referred to as the Owner, for welded steel pipe line, trenching, appurtenances, etc., as per Specifications P.W.A. Project No. 5575, and

3. WHEREAS the Subcontractor desires to furnish certain of said labor, material and/or equipment, hereinafter referred to as "the work" to the Contractor;

4. NOW, THEREFORE, the Subcontractor agrees to furnish and perform the work hereinafter specified in the manner and in accordance with and subject to the conditions set forth herein, to-wit:

5. The Subcontractor agrees to furnish at the site of the work all labor, superintendence, materials, skids, water, power, equipment, tools, etc., necessary and/or required by the Contractor to perform the following work.

Haul from Contractor's plant at Slauson and Eastern Avenues, Los Angeles, California, to the San Diego portion of the El Capitan-Lakeside Pipe Line at trenchside, unload, string and lay on skids, handled and placed in proper position by Subcontractor, as directed by Contractor's Job Superintendent, approximately 2,725 tons of fabricated steel pipe and appurtenances.

5A. For and in consideration of the full performance of the work as required herein Contractor agrees to pay and the Subcontractor agrees to accept as full compensation, the following rates or amounts for the various subdivisions of the work, which rates and amounts include all work to be furnished and/or performed herein, overhead, profit, insurance, bond, and all California Sales and/or Use Tax on material and expense of any nature necessary or required to effect the complete performance in accordance with the spirit and intent of the Contractor's contract with the Owner, whether or not such items are specifically mentioned herein, payments to be made on weights of Contractor's scale tickets or time cards approved by Contractor's Job Superintendent as the case may be and at the time hereinafter stated.

For hauling pipe and its appurtenances from Contractor's plant to trenchside, unloading and stringing same on skids,
Approximately 2,725 tons at a flat rate of $4.80 per ton - $13,080.00.

In the event there is insufficient space for unloading and stringing pipe and appurtenances at trenchside direct from Subcontractor's truck and where so directed in writing by Contractor's Job Superintendent, for hauling pipe and its appurtenances from Contractor's plant to job site and stock piling near trenchside, a flat rate of $4.80 per ton.

For moving pipe from stock pile to trenchside and stringing on skids at trenchside where so directed in writing by Contractor's Job Superintendent, a flat rate of $6.00 per crew hour.

For furnishing sufficient wood skids for placing at trenchside upon which the pipe is to be unloaded and placed, the lump sum of $100.00.

6. Additions or deductions in the work called for herein may be made to this subcontract without the approval of the sureties on any bonds required hereunder and such additions or deductions shall not void or release said sureties. The value of such additions or deductions shall be added to or deducted from the total contract price, but no additions or deductions shall be made without the written approval of the work and value thereof having first been given by the Contractor.

7. Subcontractor agrees to obtain and pay for any and all licenses, permits and inspections required and comply with any and all laws, ordinances, rules and/or regulations of any and all cities, towns, public bodies or municipalities, arrange for all necessary inspections and obtain all inspection certificates and approvals as pertaining to the work of this subcontract.

8. Subcontractor agrees to commence the work when and as directed and complete the same, or any portions thereof, in such manner and at such times as to enable the Contractor to complete its work within the time set in its contract with the Owner, all in accordance with the plans, specifications, general conditions and contract between the Owner and the Contractor which are hereby referred to and made a part of this agreement as though fully set forth herein and which documents the Subcontractor acknowledges he has read and is fully familiar with, and Subcontractor specifically agrees to assume toward the Contractor all of the obligations the Contractor assumes toward the Owner in said documents and further agrees that all matters pertaining to this subcontract agreement and the execution of the work stated herein are to be taken up with the Contractor and in no case is Subcontractor to contact the Owner or any one else regarding same.

8A. Subcontractor agrees to be bound and abide by all of the regulations set forth in P.W.A. Construction Regulation as included in said contract between the City of San Diego and Consolidated Steel Corporation, Ltd. for construction of said El Capitan-Lakeside Pipe Line under Federal Public Works Project 5575, including the following:

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 unless required by law.

(b) Thirty-hour week. - Except in executive, administrative and supervisory positions, so far as practicable and feasible in the judgment of the State Director, 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.

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 following minimum hourly wage rates for skilled and unskilled labor;

Skilled labor	$1.10
Unskilled labor	0.45

(b) In the event that the prevailing hourly rates prescribed under collective agreements or understandings between organized labor and employers in effect on March 1, 1935, shall be above the minimum rates specified above, such agreed wage rates shall apply.

(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) 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 State Director, 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 the State of California 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.

(e) 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 the State of California, 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 Government Inspector shall be furnished with a sworn statement thereof on demand.

(f) 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.

(g) 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) 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 subcontract shall be increased by an amount equal to any such increased cost, or decreased in an amount equal to such decreased cost.

(h) Engineers, architects, and other full professional employees engaged in duties normally done at the site of the project shall receive at least the prevailing rates for the various types of services to be rendered provided that such professional employees shall receive a monthly salary of not less than $143.00. However, such an employee who performs less than 130 hours work during a month may be paid on an hourly basis, the hourly rate to be not less than the figure obtained by dividing the monthly wage by 130, or the P.W.A. zonal minimum hourly rate for skilled labor, whichever is higher. Subprofessional employees shall receive a monthly salary at least equal to the prevailing rates for the types of services to be rendered. However, such an employee who performs less than 130 hours work during a month may be paid on an hourly basis, the hourly rate to be not less than the figure obtained by dividing the monthly wage by 130, or the P.W.A. zonal minimum hourly rate for unskilled labor, whichever is higher. Compensation under this paragraph shall be subject to the approval of the State Director.

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 the City and/or County of San Diego 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 employement 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 ways 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 Employement 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) Collective bargaining. Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from 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. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to 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.

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 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.

8. ACCIDENT PREVENTION. - Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America to the extent that such provisions are not inconsistent with the applicable law or regulation.

9. DOMESTIC MATERIALS. - In the performance of this contract the Contractor, Subcontractors, materialmen, or suppliers shall use 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, or supplies, mined, produced, or manufactured, as the case may be, in the United States, except, unless otherwise required by law, foreign materials, articles, or supplies may be purchased if the foreign materials, articles, or supplies are lower in cost after the following differentials are applied in favor of domestic articles, materials, or supplies:

On purchases where the foreign bid is $100 or less, a differential of 100% will apply:

On purchases where the foreign bid exceeds $100, but is less than $10,000, a differential of 25% will apply;

On purchases where the foreign bid is $10,000 or more, a differential of 15% will apply.

10. (a) Inspection. - 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. The Contractor shall submit 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) Facilities shall be provided as set forth in the specifications for the use of the Government Inspector.

11. REPORTS. - The Contractor and each Subcontractor shall report 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 worked, wage scales paid to the various classes of labor, and the total expenditures for materials. Forms will be supplied by the Department of Labor on the 15th of each month. The reports will cover all pay rolls from the 15th of the previous month to the 15th of the current month. One copy of each of such monthly reports is to be furnished to the State Director, one to the Division of Economics and Statistics P.W.A., and one to the United States Department of Labor, prior to the 5th day of the following month. The Contractor shall also furnish to the Owner, to the State Director and to the United States Department of Labor the names and addresses of all Subcontractors on the work at the earliest date practicable.

12. (a) Payment for materials and utility services. There shall be provided all necessary materials, tools, and other expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, the work provided for in this contract. Except as otherwise approved in writing by the State Director, such services shall be paid for in full within one month after the services are rendered, and all materials, tools and other expendable equipment shall be paid for within one month after delivery to the project, to the extent of 90 per cent of the cost thereof to the purchaser, and the remaining 10 per cent shall be paid within 30 days after completion of that part of the work in or on which such materials, tools, and other equipment are incorporated or used.

(b) Payment of Subcontractors. - In the absence of other provisions in this contract more favorable to the Subcontractor, the Contractor shall pay each Subcontractor, within 5 days after each payment made to the Contractor, the amount allowed the Contractor for and on account of the work performed by the Subcontractor to the extent of the Subcontractor's interest therein.

13. SIGNS. - The Contractor shall furnish signs bearing the legend: "FEDERAL PUBLIC WORKS PROJECT NO. 5575" as required in the specifications and shall erect the same at such locations as may be designated by the Government Inspector.

14. OBSERVANCE OF RULES. - All reasonable requirements which the Administrator or his authorized agents may make toward the effectuation of the matters covered in these Construction Regulations shall be observed in the performance of this work.

15. SUBCONTRACTS. - Paragraphs 1 to 4 inclusive, 6, 8 to 15 inclusive, 18, the Regulations Issued Pursuant to So-called "Kick Back Statute" and Section 35 of the Criminal Code, as amended, shall be inserted verbatim in all construction subcontracts under this contract.

18. DEFINITIONS. - The term "Act as used herein refers to Title II of the National Industrial Recovery Act. The term "State Director" as used herein refers to the State Director (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 "Government 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 performance of the work. The term "Owner" as used herein refers to the public body, agency, or instrumentality which is a party hereto and for which this contract is to be performed.

Pursuant to the provisions of Public Act No. 324, 73rd Congress, approved June 13,1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior hereby jointly promulgate the following regulations:

Section 1. Said Act reads as follows:

"To effectuate the purpose of certain statutes concerning rates for pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than $5,000.00 or imprisoned not more than five years, or both.

"Sec. 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for Contractors or Subcontractors on any such building or work, including a provisionsthat each Contractor and Subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week."

"Section 2. Each Contractor and Subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form.

State of . . . . . }
County of . . . . . } ss:

I . . . . . (Name of party signing affidavit) . . . . . .(Title), do hereby certify that I am (the employee of) . . . . . .(Name of Contractor or Subcontractor) who supervises the payment of the employees of said Contractor (Subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said Contractor (Subcontractor) for the construction of a . . . . . .(project), for the weekly pay roll period from the . . . .day of . . . . . 193___, to the . . . . . day of . . . . . , 193___; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or understanding with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

_____

Sworn to before me this . . . . . day of . . . . . .193__.

_____

"Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the Contractor or Subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within three days after the payment of the pay roll to which it is attached, to the Government Representative in charge at the site of the particular project in respect to which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such three-day period to the Federal agency having control of the project.

"Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a Contractor or Subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the Contractor or Subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the Contractor or Subcontractor is a corporation, such affidavit shall be executed by its president or a vice-president. In the event that the Contractor or Subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

"Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

PENALTY FOR FALSE CERTIFICATION.

Section 35 of the Criminal Code, as amended, provides a penalty of not more than $10,000 or imprisonment of not more than ten years, or both, for knowingly and wilfully making or causing to be made "any false or fraudulent statements . . . . . use or cause to be made or used any false . . . . . account, claim, certificate, affidavit or deposition, knowing the same to contain any fraudulent or fictitious statement . . . . . relating to any matter within the jurisdiction of any Government department or agency.

8-B. Subcontractor shall start and complete the work on the various portions of the project as required in Paragraph 8 hereof, in accordance with Contractor's production schedule which hereby becomes a part of this subcontract.

9. Subcontractor agrees to indemnify and hold the Contractor and Owner free and harmless of, from and against any and all claim or claims which may be made on account of any injury and/or damage to any person and/or property, owner or any other person, firm or corporation, arising out of or connected in any way with the work of this subcontract.

10. Subcontractor agrees to carry, maintain and pay for the following insurance in companies and in form and amount satisfactory to the Contractor and Owner and furnish Contractor and Owner immediately upon signing this subcontract with certificates of such insurance from the respective insurance carriers. All such insurance to inure to the benefit of Subcontractor, Contractor and Owner as their interests may appear.

(a) Unlimited Workmen's Compensation Insurance in accordance with the laws of the State in which the work is to be performed and satisfactory to Contractor.

(b) Public Liability Insurance with limits of not less than $100,000.00 for any one person and $300,000.00 for any one accident.

(c) Property Damage Insurance in the amount of $20,000.00.

(d) Fire Insurance in the amount of None.

11. Subcontractor agrees to furnish and pay for a Labor and Material Bond in the amount of 50% of the total subcontract price and a Faithful Performance Bond in the amount of 100% of the contract price running jointly to Contractor and Owner. Bonds to be in form and with sureties and through agents satisfactory to Contractor and Owner.

12. Subcontractor agrees that in the performance of the work called for herein that Subcontractor is acting as an independent contractor and not as agents for either the Owner or Contractor.

13. It is expressly understood that time is of the essence of this agreement and that the payment of any and all moneys hereunder shall be conditional upon the full performance of the work and delivery of materials as specified herein and no payment shall be considered or construed as acceptance of defective or unsatisfactory workmanship or material.

14. Subcontractor agrees that all materials and workmanship furnished by him shall be first-class in every respect, satisfactory to the Contractor and in strict conformity with the drawings and specifications on file in the office of the Contractor and in case of material ordered according to sample, fully equal in every way to sample submitted. Should the Contractor or Owner determine that any materials are defective or unsuitable for use in said construction work, Subcontractor shall forthwith remove same from the premises on which said work is being erected or installed, upon notice and demand from Contractor and shall immediately replace the same with proper material satisfactory to the Contractor and/or Owner. If Subcontractor shall fail to remove the same immediately upon demand, Contract may remove and store same for the account of the Subcontractor and Subcontractor shall reimburse Contractor upon demand for all expense incurred in connection therewith.

15. Subcontractor agrees to indemnify and forever save the Contractor and Owner free and harmless of, from and against any claim or claims arising out of the furnishing or use of any patented article or appliance or on account of any actual or alleged infringement of patents in connection with the performance of this work and agrees to defend, at Subcontractor's own expense, all suits pertaining to same and reimburse Contractor and/or Owner for any expenses incurred in defending any such suit or claim including attorney's fees and, in the event any such claim is made, Contractor may withhold any further payments due the Subcontractor until the matter is properly adjusted.

16. Subcontractor agrees to indemnify and forever save the Contractor and Owner free and harmless of, from and against any mechanic's or labor lien or claim of lien arising out of the performance of this work and Contractor is authorized to withhold the amount of any lien or claim of lien out of any or all payments due or to become due hereunder until such lien or claim is settled or at Contractor's option, Contractor may deduct the amount and pay the lien or claim direct, in which event Subcontractor specifically waives any claim for damage on account thereof. In the event there is not sufficient money due or to become due Subcontractor to satisfy such liens or claims, Subcontractor agrees to either obtain satisfactory releases or reimburse the Contractor for amount expended in obtaining releases.

17. Contractor is hereby given permission to enter the plant or plants of the Subcontractor, or any place where the work of manufacture, construction or installation is being carried on, for the purpose of inspection of the work called for hereunder and, in the event it is apparent to the Contractor that satisfactory progress is not being made in order to complete the work within the time required, Subcontractor agrees to put on additional men or work such hours and/or make shipments in such manner and at such times as Contractor demands without additional charge to the Contractor.

18. In the event of any default by Subcontractor of the terms of this agreement the Contractor may, after 48 hours written notice to Subcontractor's last known address, either remedy that default or cancel this subcontract and relet it to others and any and all costs and expense or damage including Court costs and attorney's fees incurred in connection with such remedy or reletting will be reimbursed the Contractor by the Subcontractor upon demand and no further sums shall be paid Subcontractor until completion of the work relet or correction of the default; in either event the Contractor may take possession of Subcontractor's entire plant and equipment necessary in the judgment of the Contractor for the completion of the work, and use same at Contractor's discretion until the completion of the work; it being understood that all repairs or replacements of same shall be considered as part of the cost of completing the work.

18-A. In accordance with paragraph 36 of the specifications this subcontract is subject to annulment at the order of the engineer if, in his opinion, the Subcontractor fails to comply with the requirements of the contract between the Contractor and the Owner insofar as the same may be applicable to the Subcontractor's work.

19. Subcontractor hereby guarantees the material and workmanship to be free from any and all defects and agrees to replace immediately upon demand any such material or workmanship proven defective within one year after acceptance of the work by the Contractor and Owner, or, if a longer period is stipulated in the general conditions or contract between Owner and Contractor, then within such time so stipulated.

Subcontractor agrees to assume full responsibility for damage of any kind to pipe, its covering the pipe appurtenances and their covering, between the time it is loaded on Subcontractor's trucks at Contractor's plant and is unloaded on skids at trenchside and accepted by Contractor's Job Superintendent, for damage of any kind to trench and/or bell holes and spill bank by Subcontractor's employees and/or equipment.

20. Subcontractor agrees not to sublet, transfer or assign this contract or any part hereof without the consent of the Contractor.

21. For and in consideration of the full performance of all of the terms of this agreement, the Contractor agrees to pay the Subcontractor the amount shown in Paragraph 5 and as hereinafter stated. As a precedent to making any payment to Subcontractor, the Contractor may demand and upon demand the Subcontractor shall furnish Contractor with satisfactory evidence to Contractor and Owner that Subcontractor's obligations have been paid.

All payments due hereunder shall be made by the Contractor to Subcontractor on the 20th of each month for all work done during the preceding month, less a deduction of 10% and from the remainder a further deduction willl be be made of all amounts due the Contractor from the Subcontractor for supplies or materials furnished or services rendered and any other amounts that may be due the Contractor under the terms of the subcontract. The 10% deducted will form the basis of the final payment. When the terms of this subcontract shall have been fully complied with to the satisfaction of the Owner and the Contractor, and when a release of all claims against the Owner and the Contractor under or by virtue of this subcontract shall have been executed by the Subcontractor, and 35 days shall have elapsed after acceptance by the Owner and Contractor, final payment will be made.

22. This agreement, together with general conditions, plans, specifications and contract between Owner and Contractor, contains all the covenants between Contractor and Subcontractor and is binding on and inures to the benefit of the respective successors and assigns of the parties hereto and is accepted as of the day and year first mentioned above.

23. This subcontract shall not be effective until it has been accepted and approved as to final execution by the City of San Diego, Owner.

BELYEA TRUCK COMPANY
By B. W. BELYEA, Owner
And D. G. HENDERSON
Subcontractor

CONSOLIDATED STEEL CORPORATION, LTD.
By D. G. HENDERSON, Vice President
And H. C. CRANFILL, Assistant Secretary
Contractor.

(SEAL)

CONSOLIDATED STEEL CORP'N. LTD.
6500 E. SLAUSON AVE.
LOS ANGELES, CALIF.

MAY 26th, 1936.

This is to certify that the London & Lancashire Indemnity Co. of America has issued its certain Automobile Public Liability $5000/10,000.00 and Property Damage $5000.00. Policy No. A 4275026.

Name of Assured B. W. BELYEA dba BELYEA TRUCK COMPANY and/or PACIFIC CRANE & RIGGING, INC. AND/OR BELYEA TRUCK COMPANY, INC., AND/OR B.W.BELYEA.

Policy Period from December 23, 1935 to December 23, 1936.

Location Work for which certificate required is the hauling of steel between Los Angeles and San Diego County. (Assured's Address is: 6800 South Alamenda St., Los Angeles, California).

LONDON & LANCASHIRE INDEMNITY CO. OF AMERICA
MILLER & KUHRTS, INC.
By T.A.ROBSON, Gen'l.Agts.

Los Angeles, California,
May 27, 1936.

CERTIFICATE OF INSURANCE

This is to certify that the following policies, covering as stated, have been issued by the Underwriters at Lloyd's, London, and are in force as of December 23, 1935:

Name of Assured: B. W. BELYEA d.b.a. BELYEA TRUCK COMPANY and/or PACIFIC CRANE & RIGGING, INC., and/or BELYEA TRUCK COMPANY, INC., and/or B. W. BELYEA
Address: No. 6800 South Alameda Street, Los Angeles, California
No. of Policies: LC-6096 and LC-6097
Limits: LC6096 - Public Liability $45,000/90,000 excess of $5,000/10,000.
LC6097 - Property Damage $10,000 excess of $5,000.

As of May 26, 1936, the within policies were endorsed increasing the limits of liability to read as follows, for the period May 26, 1936, to October 1, 1936:
LC6096 - $95,000/290,000 excess of $5,000/10,000
LC6097 - $20,000 excess of $5,000.

Policies expire December 23, 1936.

In the event of any material change in or cancellation of said policy, the Underwriters will expect to notify the party to whom this Certificate is addressed of such change or cancellation, but the Underwriters assume no responsibility by reason of any failure so to do.

Dated this 27th day of May, 1936.

NEWHOUSE AND SAYRE, INC.
V.M.HARDINGER, c

Issued to: CONSOLIDATED STEEL CORPORATION, LTD.
6500 East Slauson Avenue,
Los Angeles, California.

STATE OF CALIFORNIA
STATE COMPENSATION INSURANCE FUND, 450 McAllister Street, San Francisco
CERTIFICATE OF INSURANCE Policy No. R-107631-35

This is To Certify that the State Compensation Insurance Fund, of the State of California, has issued an Insurance Policy Covering the entire liability ofBRYNN W. BELYEA (An Individual) doing business as BELYEA TRUCK CO. AND/OR BELYEA TRUCK CO., INC. AND/OR PACIFIC CRANE AND RIGGING, INC. as an employer, under the laws of the State of California, including the Workmen's Compensation Insurance and Safety Act, for injuries or death suffered by any employee or employees other than the President of the corporations and/or any relative of Mr. Brynn W. Belyea and/or his wife except Jack Belyea, George Belyea, Ted Berntsen and Walter Berntsen who are specifically included except that the Policy does not extend to or cover the operation of aircraft nor the operation of any ocean-going or coastwise vessel.

This Policy became effective Dec. 1, 1935 and expires Dec. 1, 1936.

The STATE COMPENSATION INSURANCE FUND has made special provisions for prompt notice to Consolidated Steel Corporation 6500 East Slauson Avenue at Los Angeles, California; Attention Mr. Lindley in the event of cancellation of the above policy prior to its normal expiration, but undertakes no responsibility for any failure to do so.

STATE COMPENSATION INSURANCE FUND,
By J. R. CORNWELL, Assistant Secretary.

Dated at Los Angeles, California, this 27th day of May, 1936.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Los Angeles June 2nd, 1936.
In reply please refer
to File No. 4068264.

Public Works Administration, Los Angeles, California.
Gentlemen: BELYEA TRUCK COMPANY - SUBCONTRACT BOND IN FAVOR OF
CONSOLIDATED STEEL CORPORATION, LTD.

Certified copies of the Certificate of Authority of Fidelity and Deposit Company of Maryland to do business in the State of California, as issued by the Insurance Commissioner of said State, are on file in the Public Works Administration offices at San Francisco and Los Angeles and in the County in which the project covered by the attached bonds is situated and such authority has not been revoked.

Very truly yours,
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(SEAL) By W.M.WALKER, Attorney in Fact.

CONTRACT BOND 4068264

KNOW ALL MEN BY THESE PRESENTS: That we Belyea Truck Company, as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland and duly authorized to transact business under the laws of the State of California, as surety, are are held and firmly bound unto Consolidated Steel Corporation, Ltd., as obligee in the just and full sum of Thirteen thousand one hundred and no/100 ($13,100.00) Dollars, for the payment whereof well and truly to be made, said principal and surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly, by these presents.

THE CONDITION of the foregoing obligation is such, that whereas, the above bounden principal has entered into a contract of even date herewith, with the said obligee to do and perform the following work, to-wit:

Hauling of 2725 tons of fabricated steel pipe from Consolidated Steel Corporation, Ltd. Plant in Los Angeles, to trenchside, El Capitan Pipe Line, in San Diego, California, and unloading and stringing, in accordance with P.W.A. Docket #5575, as will more fully appear from said contract, reference to which is hereby made.

NOW, THEREFORE, if the above bounden principal shall well and truly perform the work contracted to be done under said contract, then this obligation to be null and void, otherwise to remain in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the obligee named herein.

Signed and sealed this 2nd day of June, A.D. 1936.
BELYEA TRUCK COMPANY
Witness: J. E. HAVERSFIELD By B. W. BELYEA, Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(SEAL) ATTEST: By W.M.WALKER, Attorney-in-Fact.
THERESA FITZGIBBONS, Agent.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGEEES,) ss

On this 2nd day of June, 1936, before me S.M.Smith, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W.M.Walker, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

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

(SEAL)
My Commission Expires,
February 18, 1938.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Subcontract with Belyea Truck Co. of Los Angeles on El Capitan Pipeline project. Being Document No. 298191.

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

AGREEMENT

WHEREAS,JOSEPH WHISER are, is the owner of House, situate at 4894 Mansfield Street, Lot 24 Block 18 Subdivision Normal Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this First day of June, 1936, by JOSEPH WHISER that he will, for and in consideration of the permission granted him to remove Nine feet of curbing on Copley street adjacent to the above described property, bind him to, and he hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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 him, 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.

JOSEPH WHISER, Owner's Name
2220 Second Avenue, Address

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 1st day of June, A.D. Nineteen Hundred and thirty-six, before me, Virgil S. Kipp a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph Whiser 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.

VIRGIL S. KIPP
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED JUN 19 1936, 37 min. past 9 A.M. in Book 525 at page 208 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 Curb Cutting Agreement, with Joseph Whiser; being Document No. 298222.

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

By August M. Wadstrom Deputy.

AGREEMENT

WHEREAS, JOSEPH WHISER are, is the owner of House, situate at 3451 Copley Street Lot 24 Block 18 Subdivision Normal Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this First day of June, 1936, by JOSEPH WHISER that he will, for and in consideration of the permission granted him to remove nine feet of curbing on Copley street adjacent to the above described property, bind him to, and he hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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 him, 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.

JOSEPH WHISER, Owner's Name
2220 Second Avenue, Address

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

On this 1st day of June, A.D. Nineteen Hundred and thirty-six, before me, Virgil S. Kipp a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOSEPH WHISER 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.

VIRGIL S. KIPP
(SEAL) Notary Public in and for the County of San Diego, State of California.

525 Page

RECORDED JUN 19 1936 37 min. past 9 A.M. in Book 209 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 Curb Cutting Agreement, with Joseph Whiser; being Document No. 298223.

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

By August M. Wadstrom Deputy.

AGREEMENT

WHEREAS, Hazel F. Bodmer is the owner of Lot 45&46 Block 14 Subdivision Ocean Beach and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 6 day of May, 1936, by Hazel F. Bodmer that she will, for and in consideration of the permission granted her to remove 10 feet of curbing on Bermuda St. street adjacent to the above described property, bind herself to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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 Hazel F. Bodmer and 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.

HAZEL FRANCIS BODMER, Owner's Name
4658 Lotus St., Address

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 7 day of May, A.D. Nineteen Hundred and 36, before me, Rollin E. Reed a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hazel Francis Bodmer 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.

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

(SEAL)
My Commission Expires
April 5, 1937.

RECORDED JUN 19 1936 37 min. past 9 A.M. in Book 525 at page 210 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 Curb Cutting Agreement, with Hazel F. Bodmer; being Document No. 298224.

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

By August N. Wadstrom Deputy.

AGREEMENT

WHEREAS, C. W. LONG are, is the owner of 4850 Sussex Lot 13 Block 16 Subdivision Kensington Manor #2 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 13 day of June, 1936, by C. W. LONG that he will, for and in consideration of the permission granted him to remove nine feet of curbing on Sussex Street street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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 him and, 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.

C. W. LONG, Owner's Name
4949 Westminster Terr., Address

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 13 day of June, A.D. Nineteen Hundred and Thirty-six, before me, Frances Valleau a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. W. Long known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission Expires
June 23, 1936.

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

RECORDED JUN 19 1936, 37 min. past 9 A.M. in Book 522 at Page 299 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.

E. DRUMMOND
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the foregoing is a full, true and currect copy of Curb Cutting Agreement, with C. W. Long; being Document No. 298225.

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

AGREEMENT

WHEREAS, W. G. BOUGHTON AND DOROTHY L. BOUGHTON are the owners of Lots 31&32 Block 13 Subdivision Paulys add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 17th day of June, 1936, by W. G. & Dorothy L. Boughton that we will, for and in consideration of the permission granted us to remove 10 feet of curbing on Alabama Street adjacent to the above described property, bind ourselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on ourselves, our 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.

W. G. BOUGHTON
DOROTHY L. BOUGHTON, Owner's Name
3519 Cooper Ave., S.D., Address

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 17th day of June, A.D. Nineteen Hundred and thirty six, before me, Enid F. Hawley a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. G. Boughton & Dorothy L. Boughton known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

ENID F. HAWLEY
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED JUN 23 1936, 46 min. past 9 A.M., in Book 534 at Page 47 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 Curb Cutting Agreement, with W. G. Boughton and Dorothy L. Bouthton; being Document No. 298232.

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

B O N D U.S.G. CO. BOND #1074780

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED STATES PIPE & FOUNDRY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, as Principal, and UNITED STATES GUARANTEE 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 FOUR HUNDRED SIXTY-FOUR DOLLARS ($464.00), 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 May, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 20th day of May, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

2400 feet 6", Class 250, B&S Super deLavaud centrifugal cast iron pipe, in 18 foot lengths, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297352.

NOW, THEREFORE, if 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.

UNITED STATES PIPE & FOUNDRY COMPANY, Principal
By R. W. MARTINDALE, Pac Coast Mgr.

ATTEST:
CHAS. R. RAUTH, Secretary

UNITED STATES GUARANTEE COMPANY, Surety
(SEAL) By CELIA R. PETAR, Attorney in Fact
A. O. FISKE, Attorney in Fact

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

On this 20th day of May, in the year nineteen hundred and thirty six, 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 Celia R. Petar and A. O. Fiske, 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
Notary Public in and for the City and County of San Francisco, State of California.

(SEAL)
My Commission expires
Mar. 10, 1938.

I hereby approve the form of the foregoing bond this 4th day of June, 1936.

D. L. AULT, City Attorney

I hereby approve the foregoing bond this 4th day of June, 1936.

R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of May, 1936, 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, party of the first part, hereinafter sometimes designated as the City, and UNITED STATES PIPE & FOUNDRY COMPANY, 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. Hazard's Store Yard, San Diego, California, 2400 feet 6", Class 250, B&S Super deLavaud centrifugal cast iron pipe, in 18 foot lengths, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297352.

Said contractor agrees to furnish and deliver said material hereinabove described immediately upon the execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of One Thousand Eight Hundred Fifty-four Dollars ($1,854.00). 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 material by the Port Director of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Eight Hundred Fifty-four Dollars ($1,854.00), as follows:

Upon delivery of said material, and the acceptance of the same by the Port Director 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 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 Port Director 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 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 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 a majority of the members of the Harbor Commission of said City, under and pursuant to Resolution No. 64395 of the City 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 RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA
Members of Harbor Commission
UNITED STATES PIPE & FOUNDRY COMPANY
Contractor
By M. G. S. RUSSELL, President

(SEAL) ATTEST:
CHAS. R. RAUTH, Secretary

I hereby approve the form of the foregoing Contract this 4th day of June, 1936.

D. L. AULT, 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. 298256.

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

By August M. Kradstrom Deputy.

BOND S-87173

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, as principal, and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Two Hundred Eighty-eight Dollars ($1,288.00), 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 May, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 26th day of May, 1936, entered into the annexed contract with said The City of San Diego, to rent to said City one long boom crawler type crane of the character and equipment specified in those certain specifications filed in the office of the City Clerk of said City, bearing Document No. 297485, all in accordance with said contract and with said specifications.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 26th day of May, 1936.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO .,
By S. R. ROBINSON, Purchasing Agent

(SEAL)

ROYAL INDEMNITY COMPANY, Surety
By RALPH E. BACH, Its Attorney in Fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On the 26th day of May in the year One Thousand Nine Hundred and thirty-six before me, D. Maxine Bishop, a Notary Public, in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph E. Bach known to me to be the person whose name is subscribed to the within and annexed instrument, as the Attorney in fact of the ROYAL INDEMNITY COMPANY, and acknowledged to me that he subscribed the name of the ROYAL INDEMNITY COMPANY thereto as surety and his own name as Attorney in fact.

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

(SEAL)

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

My Commission will expire February 25th, 1940

I hereby approve the form of the within Bond this 4th day of June, 1936.

D. L. AULT, City Attorney
by HARRY S. CLARK, Deputy

I hereby approve the foregoing Bond this 4th day of June, 1936.

R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 26th day of May, 1936, 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, party of the first part, hereinafter sometimes designated as the City, and the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Lessor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Lessor by said City, in manner and form as hereinafter provided, said Lessor hereby covenants and agrees to and with said City to rent to said City one certain long boom crawler type crane of the character and equipment specified in those certain specifications filed in the office of the City Clerk of said City, bearing Document No. 297485, which said specifications by this reference are incorporated into and made a part of this agreement.

Said equipment shall be rented to the City for a period of not less than eight (8) months nor more than twelve (12) months, and the rental to be paid therefor by said City shall be at the rate of Four Hundred Twenty and 20/100 Dollars ($420.20) per month.

It is understood and agreed that the present appraised value of said equipment is the sum of $5,000.00, plus an additional amount equal to the California State Sales Tax upon said sum; and said Lessor further specifically agrees that if and when the rental payable for said equipment hereunder by said City shall amount to $5,000.00, plus an additional sum equal to the California State Sales Tax, it will convey to said City a clear title to said equipment without further payment by said City other than said rentals, anything in this agreement to the contrary notwithstanding.

Said City, upon the approval of the Port Director of said equipment in accordance with said specifications, agrees to hire said equipment for a period of not less than eight (8) months nor more than twelve (12) months, and to pay therefor as rental Four Hundred Twenty and 20/100 Dollars ($420.20) per month. When and if the City shall have paid to the Lessor on account of such rentals a total amount of Five Thousand Dollars ($5,000.00), plus an additional amount equal to the California State Sales Tax upon the sum of $5,000.00, then and in that event the City shall be absolved from the payment of any further rental hereunder, and shall become, without further cost or expense, the owner of said equipment; provided, however, that nothing herein contained shall be construed as obligating the City to continue the rental of said equipment beyond the period of eight (8) months, unless it shall elect so to do, it being the intent and purpose of this agreement that the City may at any time after the expiration of eight (8) months return said equipment to the Lessor and terminate this agreement, and that the City at its election may continue to rent said equipment hereunder until it shall be entitled to receive the title and ownership of said equipment as hereinbefore provided.

The City will pay said monthly rental on the first day of each and every month during which this agreement shall remain in effect.

Said Lessor further agrees not to underlet or assign this contract, or any part thereof, to anyone without the consent of the Port Director, in writing, having been first obtained; and further 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.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price. No interest in this agreement shall be transferred by the Lessor 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. 64422 of the City Council authorizing such execution, and the Lessor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO. - Lessor
By S. R. ROBINSON, Purchasing Agent

I hereby approve the form of the foregoing Contract, this 4th day of June, 1936.
D. L. AULT, City Attorney
by HARRY S. CLARK, Deputy.

SAN DIEGO CONSOLIDATED
GAS & ELECTRIC CO.
San Diego, Calif.
June 3, 1936.

To Whom it may Concern:

With reference to that certain contract dated May 26th, 1936, between City of San Diego and San Diego Consolidated Gas and Electric Company, covering lease-sale to City of San Diego of one long boom crawler type Crane, of the character and equipment specified in those specifications filed in the office of the City Clerk of said City, bearing Document #297485.

S. R. Robinson is authorized to sign this contract on behalf of San Diego Consolidated Gas and Electric Co.

(SEAL) ATTEST: SIGNED L. M. KLAUBER
J. A. CANNON, Secretary Vice President in charge of Operations.

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 rental of of Crane; being Document No. 298257.

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

AGREEMENT

WHEREAS, H. H. Stafford & T. B. Jack are, is the owner of 2633 El Cajon Blvd. Lot 1,2, 3,4 Block 123 Subdivision University Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24 day of June, 1936, by H. H. Stafford & T.B. Jack that we will, for and in consideration of the permission granted us to remove 35 feet of curbing on El Cajon Blvd. & 25' on Oregon street adjacent to the above described property, bind to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on ourselfs, our 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.

H. H. STAFFORD
T. B. JACK
Owner's Name
4453 - 33rd St.
2632 Monroe Ave.
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 24th day of June, A.D. Nineteen Hundred and Thirty six, before me, Fred W. Sick, a Notary Public in and for the said County, residing therein, duly commissioned and sworn, personally appeared H. H. Stafford and T. B. Jack, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

RECORDED JUN 26 1936 10 MIN. PAST 10 A.M. IN BOOK 520 AT PAGE 433 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Curb Cutting Agreement with H. H. Stafford and T. B. Jack; being Document No. 298297.

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, 1936, 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, under the terms of that certain lease between The City of San Diego, as lessor, and Consolidated Aircraft Corporation, as lessee, dated the 15th day of June, 1933, recorded in Book 7, at page 426 et seq., Records of the City Clerk, as modified by that certain agreement dated March 7, 1935, recorded in Book 8, at page 275 et seq., Records of the City Clerk; and as further modified by that certain agreement dated the 15th day of March, 1936, and recorded in Book 9, at page 129 et seq., Records of the City Clerk, said Corporation was given the right, under the provisions of Clause 18 of said lease, modified as aforesaid, to require all or any portion of the additional parcel of land described in said Clause 18, and designated as Parcel No. 4, to be added to the lands leased by it and included within the operation of said lease, with the same effect as though said additional parcel or portion thereof had been originally included in said lease, upon the payment of an additional amount of rental as provided for therein; and

WHEREAS, said Corporation has elected to require the inclusion within said lease of a portion of the parcel of land described in said Clause 18, which said portion is hereinafter more particularly described; and

WHEREAS, the said Corporation is not at the date hereof in any wise in default in the performance of any of the terms, conditions and requirements in said lease to be met, kept or performed by it;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter recited, it is understood and agreed between the parties hereto as follows:

(1) That there is hereby added to the lands leased by said Corporation under that certain lease as amended and as hereinabove described, and included within the operation of said amended lease, pursuant to and in conformity with the provisions of Clause 18 of said amended lease, that portion of Parcel No. 4, 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 310.5 feet to a point; thence south 53° 29' 10" west a distance of 267.5 feet to the true point or place of beginning; thence continuing south 53° 29' 10" west a distance of 117.02 feet to a point; thence north 66° 30' 50" west a distance of 110.95 feet to a point; thence north 36° 30' 50" west on a line parallel to and distant 748 feet southwesterly from the southwesterly line of California Street a distance of 1560.25 feet to a point; thence north 8° 52' 03" west a distance of 107.76 feet to a point; thence south 36° 30' 50" east a distance of 1629.30 feet to a point; thence south 81° 30' 50" east a distance of 173.23 feet to the true point or place of beginning, containing 90,100 square feet, or 2.068 acres.
>
> The hereinabove described parcel of land is designated and shown as the cross-hatched portion of Parcel No. 4, upon the plat attached to and made a part of that certain Agreement for Modification of Lease, dated the 15th day of May, 1936, and recorded in Book 9, page 129 et seq., Records of the City Clerk of said City.

(2) It is further understood and agreed that said Corporation shall and it does hereby covenant to pay, from and after the date hereof, as additional rental for the hereinabove described parcel of land, the sum of one hundred dollars ($100.00) per year, payable in the manner and at the times said lease as modified requires rental to be paid.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of the City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Corporation 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 R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission

(SEAL) ATTEST:
R. S. MADISON, Sec'y

CONSOLIDATED AIRCRAFT CORPORATION
By R. H. FLEET, Pres.

I hereby approve the form of the foregoing Agreement this 18th day of May, 1936.
CLIFF. BYERS, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease, with Consolidated Aircraft Corporation; being Document No. 298301.

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 First day of June, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter sometimes called the City, and SOLAR AIRCRAFT CORPORATION, LTD., 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 said lands hereby leased being more particularly described as follows:

Beginning at the intersection of the southwesterly line of Belt Street with the northwesterly line of Juniper Street, according to Municipal Tidelands Subdivision Tract No. 1, as adopted by the Common Council of The City of San Diego, and filed in the office of the City Clerk as Document No. 93116; thence south 69° 47' 40" west along the northwesterly line of Juniper Street a distance of 6 feet to the true point or place of beginning; thence north 20° 11' 20" west parallel to and distant 6 feet southwesterly from the southwesterly line of Belt Street a distance of 128 feet to a point; thence south 69° 47' 40" west a distance of 97 feet to a point; thence south 20° 11' 20" east a distance of 63 feet to a point; thence south 69° 47' 40" west a distance of 122 feet to a point on the northeasterly line of Harbor Street; thence south 20° 11' 20" east along the northeasterly line of Harbor Street a distance of 65 feet to a point on the northwesterly line of Juniper Street; thence north 69° 47' 40" east along the northwesterly line of Juniper Street a distance of 219 feet to the true point or place of beginning, being portions of lots 12, 13 and 14, Block #1, Municipal Tidelands Subdivision Tract No. 1, and containing 20,346 square feet, or 0.467 acres.

Together with that portion of the old Steele Packing Plant known as the Wegeforth Building, located on the demised premises, and being a total floor area or space in said building and structure amounting to 23,069 square feet.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee for the period of one (1) year beginning on the First day of June, 1933, and ending on the 31st day of May, 1934, unless sooner terminated as herein provided, at a monthly rental of seventy-five dollars ($75.00). Said rental shall be payable monthly in advance on the first day of each and every month during the term of this lease.

It is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions following, to-wit:

(1) That the demised premises shall be used only and exclusively for the manufacture and sale of aircraft and aircraft parts, and any necessary operations in connection therewith.

(2) The Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything therein which will in any way increase or affect the fire or other insurance upon the building, or any part thereof, or which shall in any way be a violation of any law, ordinance, rule or regulations now in existence, or which may hereafter be enacted or promulgated by any public authority, affecting the occupancy or use of said premises and the buildings and improvements now or hereafter to be erected thereon, or which will in any way obstruct or interfere with the rights of any other tenants of the buildings, or injure or annoy them, nor use, nor allow, said premises, or any part thereof, to be used for any improper, immoral, unlawful or objectionable purpose, or for the unlawful keeping, storing or selling of intoxicating liquors.

(3) That the Lessee shall not erect without the written consent of the Lessor any building, partly on the demised premises and partly on other lands or premises, and further agrees that any building erected on said demised premises shall be completely on said demised premises, and shall not constitute a part of any other building, or any other lands and premises, and further agrees that it will not erect any building on said demised premises without the written consent of the Lessor.

(4) The Lessee agrees not to commit or suffer to be committed any waste of the leased premises or a nuisance thereon, and that they shall not be altered, repaired or changed without the prior written consent of the Lessor; said Lessee hereby waiving all rights under the provisions of Section 1942 of the Civil Code of the State of California.

(5) The Lessee further agrees that unless otherwise provided by written agreement between the parties hereto, all alterations, new buildings, improvements and changes shall be done either by or under the direction of the Lessor, but at the cost of the Lessee. Nothing herein contained, however, shall be construed as obligating the Lessor to consent to alterations, new buildings, improvements or changes. All alterations, new buildings, improvements or changes shall be the property of the Lessor as and when they are made and constructed, and shall remain upon and be surrendered with the lesed premises upon the expiration of this lease by limitation, or its sooner lawful termination by forfeiture.

(6) Should the buildings or structures on the leased premises be destroyed by fire or other cause, or be so damaged thereby that they shall become untenantable, and cannot be rendered tenantable within sixty (60) days from the date of the damage, this lease may be terminated by the Lessor without liability to the Lessee. In case the damage is not so extensive as to permit a termination of this lease, as above provided, then the rental during the period said Lessee is deprived of the use of the whole or any part of the leased premises shall be proportionately reduced.

(7) The Lessee agrees to assume all risk of damage from any source to goods, wares and merchandise in and upon the leased premises.

(8) That said Lessee further covenants and agrees with said Lessor that it will at all times save and keep said Lessor free and harmless from any and all damages and liability occasioned by death or injury to any person or persons, arising out of or in connection with its occupation of said demised premises, as well as all damage to property and from other expense in connection with the existence, condition, use, occupation, sanitation or safety thereof, whether occasioned by any act or neglect of said Lessee, its employees, agents, servants, or any other person in or on said premises.

(9) At no time during the life of this lease shall billboards be erected or maintained on the leased premises.

(10) At no time during the life of this lease shall The City of San Diego, or said Harbor Commission, be required to make any improvement or repair of any nature or description whatsoever on or for the benefit of the said leased premises; and in this connection the Lessee covenants and agrees with the Lessor that it will at all times at its own cost and expense keep and maintain the improvements on said demised premises, and every part thereof, in good and safe order, condition and repair, and that it will not call on said Lessor to make any repairs or replacements or installations of any kind, except needed repairs to roof and exterior of building.

(11) That this lease shall not be assignable without the consent of the Harbor Commission of said City evidenced by resolution duly passed; and no portion of said leased premises shall be underlet or sublet without the consent of said Harbor Commission evidenced by resolution duly passed.

(12) The Lessee further agrees not to suffer any lien or encumbrance to come upon the Lessee's leasehold of said premises, nor to attach to any building or improvement now located or hereafter permitted to be erected thereon.

(13) Said Lessee covenants and agrees to pay for all water, light, heat, power, telephone service, and all other commodities and conveniences used or employed by it in or about said demised premises during the term of this lease.

(14) Said Lessee further covenants with the Lessor that before it commences the erection or construction of any improvements on said demised premises, and before making any alterations or repairs on the buildings on said premises, it will take out, carry and pay for, or cause to be taken out, carried and paid for by any one whom it employs to do any of the foregoing things, workmen's compensation and employer's liability insurance to the extent contemplated by the laws of the State of California, for the full protection of the Lessor and Lessee herein, from any claim or liability which may arise under the workmen's compensation and employer's liability insurance laws of this state. Such policies of insurance shall be in a company satisfactory to the Lessor.

(15) Said Lessee further agrees that if said Lessor, without fault on its part, should be made a party to any action brought against the Lessee, and arising out of the acts or defaults of the Lessee, its agents, servants or employees, or in connection with said Lessee's occupation of said demised premises, then and in that event said Lessee covenants and agrees with said Lessor to pay, indemnify and save harmless the said Lessor against all reasonable expense incurred by the Lessor in defending such suit or action, including a reasonable fee to the attorneys employed by said Lessor.

(16) It is agreed that the Lessor may at any time during the term of this lease, without the consent of the Lessee, lease to others the wharf adjoining the demised property on the west, or the land adjoining said demised property on the north and east. If the Lessee of the wharf so desires, arrangements shall be made to provide access from the vacant land to the wharf, in which event it is mutually understood and agreed that as little inconvenience as possible shall be suffered by the Lessee. If the Lessor deems it advisable an endeavor will be made to secure access to said wharf around the present structure so as to cause no disturbance to the Lessee.

(17) The Lessee agrees that it will not record this lease without the written consent of the Lessor.

(18) 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 herein; and the Lessee does hereby expressly covenant that it will in all respects abide by all such laws, and further that it will in the use and occupancy of said leased premises and in all business conducted thereon strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(19) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder and shall forthwith remove from said premises and shall have no further right or claim thereto or interest therein; and the City shall immediately thereupon, without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder. Said Lessee in accepting this lease hereby acknowledges the right of said City so to do.

In the event the Lessor takes possession of the leased premises under the provisions of this paragraph, or otherwise, it may remove any furniture and other personal property in the leased premises and place the same in storage in any warehouse, or other suitable place, in the City of San Diego for the account and at the expense of the Lessee, who hereby agrees to save the Lessor harmless from any cost, loss or damage occasioned thereby. In this connection the Lessee expressly waives all claims for damages that may be caused by the Lessor re-entering and taking possession of the premises and removing property therefrom as herein provided; also all claims by reason of loss of or injury to any property, or injury to any person occurring in the leased premises, or in the building, no matter how caused.

The foregoing waiver shall include all claims for loss or injury caused by or arising out of burglary, fire, steam, gas, electricity, or defect in the building, or by breaking, leaking or overflow of the roof, or of any pipe, sewer or plumbing, or by the destruction of or injury to the building, or by the making of any repairs, alterations or additions therein or 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 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.

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

(SEAL)
I, Phyllis S. Greaves, Ass't Sec'y. of Solar Aircraft Co., Ltd., do hereby certify the signature of Edmund T. Price as President of the Co.

SOLAR AIRCRAFT COMPANY, LTD., Lessee
By EDMUND T. PRICE, President.

I hereby approve the form of the foregoing Lease this 20 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 Solar Aircraft Corp., Ltd.; being Document No. 298332.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Hedstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of July, 1933, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter sometimes called the City, and EXPO STUCCO AND ART MARBLE COMPANY, a corporation, doing business under the laws of the State of California, 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 said lands hereby leased being more particularly described as follows, to-wit:

Beginning at the intersection of the northwesterly line of Juniper Street with the northeasterly line of Harbor Street, according to Municipal Tidelands Subdivision Tract No. 1, as adopted by the Common Council of The City of San Diego, and filed in the office of the City Clerk as Document No. 93116; thence north 20° 11' 20" west along the northeasterly line of Harbor Street a distance of 175 feet to a point; thence south 69° 47' 40" west a distance of 88 feet to a point; thence south 20° 11' 20" east a distance of 90 feet to a point; thence south 69° 47' 40" west a distance of 27 feet to a point; thence south 20° 11' 20" east a distance of 85 feet to a point on the southwesterly prolongation of the northwesterly line of Juniper Street; thence north 69° 47' 40" east along the southwesterly prolongation of the northwesterly line of Juniper Street a distance of 115 feet to the point or place of beginning, containing 17,695 square feet, or 0.4062 acres;

Together with that portion of the buildings and structures of what is commonly known as the Steel Packing Plant located upon the land hereinabove described, and being a total floor area or space in said buildings and structures amounting to 12,257 square feet.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee for the period of one (1) year beginning on the 1st day of July, 1933, and ending on the 30th day of June, 1934, unless sooner terminated as herein provided, at a monthly rental of thirty-five dollars ($35.00) until such time as the Lessee shall start operation of the plant and business upon said premises contemplated by this lease; and thereafter starting with the date of such operation at a rental for the remainder of said term of fifty dollars ($50.00) per month. Said rental shall be payable monthly in advance on the first day of each and every month during the term of this lease.

It is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions following, to-wit:

(1) That the demised premises shall be used only and exclusively for the manufacture and sale of stucco, terrazza and any like cement products, the cutting and polishing and sale of onyx, marble and other stone used in building construction.

(2) The Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything therein which will in any way increase or affect the fire or other insurance upon the building, or any part thereof, or which shall in any way be a violation of any law, ordinance, rule or regulation now in existence, or which may hereafter be enacted or promulgated by any public authority, affecting the occupancy or use of said premises and the buildings and improvements now or hereafter to be erected thereon, or which will in any way obstruct or interfere with the rights of any other tenants of the buildings, or injure or annoy them, nor use, nor allow, said premises, or any part thereof, to be used for any improper, immoral, unlawful or objectionable purpose, or for the unlawful keeping, storing or selling of intoxicating liquors.

(3) That the Lessee shall not erect without the written consent of the Lessor any building, partly on the demised premises and partly on other lands or premises, and further agrees that any building erected on said demised premises shall be completely on said demised premises, and shall not constitute a part of any other building, or any other lands and premises, and further agrees that it will not erect any building on said demised premises without the written consent of the Lessor.

(4) The Lessee agrees not to commit or suffer to be committed any waste of the leased premises or a nuisance thereon, and that they shall not be altered, repaired or changed without the prior written consent of the Lessor; said Lessee hereby waiving all rights under the provisions of Section 1942 of the Civil Code of the State of California.

(5) The Lessee further agrees that unless otherwise provided by written agreement between the parties hereto, all alterations, new buildings, improvements and changes shall be done either by or under the direction of the Lessor, but at the cost of the Lessee. Nothing herein contained, however, shall be construed as obligating the Lessor to consent to alterations, new buildings, improvements or changes. All alterations, new buildings, improvements or changes shall be the property of the Lessor as and when they are made and constructed, and shall remain upon and be surrendered with the leased premises upon the expiration of this lease by limitation or its sooner lawful termination by forfeiture.

(6) Should the buildings or structures on the leased premises be destroyed by fire or other cause, or be so damaged thereby that they shall become untenantable, and cannot be rendered tenantable within sixty (60) days from the date of the damage, this lease may be terminated by the Lessor without liability to the Lessee. In case the damage is not so extensive as to permit a termination of this lease, as above provided, then the rental during the period said Lessee is deprived of the use of the whole or any part of the leased premises shall be proportionately reduced.

(7) The Lessee agrees to assume all risk of damage from any source to goods, wares and merchandise in and upon the leased premises.

(8) That said Lessee further covenants and agrees with said Lessor that it will at all times save and keep said Lessor free and harmless from any and all damages and liability occasioned by death or injury to any person or persons, arising out of or in connection with its occupation of said demised premises, as well as all damage to property and from other expense in connection with the existence, condition, use, occupation, sanitation or safety thereof, whether occasioned by any act or neglect of said Lessee, its employees, agents, servants, or any other person in or on said premises.

(9) At no time during the life of this lease shall billboards be erected or maintained on the leased premises.

(10) At no time during the life of this lease shall The City of San Diego, or said Harbor Commission, be required to make any improvement or repair of any nature or description whatsoever on or for the benefit of the said leased premises; and in this connection the Lessee covenants and agrees with the Lessor that it will at all times at its own cost and expense keep and maintain the improvements on said demised premises, and every part thereof, in good and safe order, condition and repair, and that it will not call on said Lessor to make any repairs or replacements or installations of any kind.

(11) That this lease shall not be assignable without the consent of the Harbor Commission of said City evidenced by resolution duly passed; and no portion of said leased premises shall be underlet or sublet without the consent of said Harbor Commission evidenced by resolution duly passed.

(12) The Lessee further agrees not to suffer any lien or encumbrance to come upon the Lessee's leasehold of said premises, nor to attach to any building or improvement now located or hereafter permitted to be erected thereon.

(13) Said Lessee covenants and agrees to pay for all water, light, heat, power, telephone service, and all other commodities and conveniences used or employed by it in or about said demised premises during the term of this lease.

(14) Said Lessee further covenants with the Lessor that before it commences the erection or construction of any improvements on said demised premises, and before making any alterations or repairs on the buildings on said premises, it will take out, carry and pay for, or cause to be taken out, carried and paid for by any one whom it employs to do any of the foregoing things, workmen's compensation and employer's liability insurance to the extent contemplated by the laws of the State of California, for the full protection of the Lessor and Lessee herein, from any claim or liability which may arise under the workmen's compensation and employer's liability insurance laws of this state. Such policies of insurance shall be in a company satisfactory to the Lessor.

(15) Said Lessee further agrees that if said Lessor without fault on its part should be made a party to any action brought against the Lessee, and arising out of the acts or defaults of the Lessee, its agents, servants or employees, or in connection with said Lessee's occupation of said demised premises, then and in that event said Lessee covenants and agrees with said Lessor to pay, indemnify and save harmless the said Lessor against all reasonable expense incurred by the Lessor in defending such suit or action, including a reasonable fee to the attorneys employed by said Lessor.

(16) It is agreed that the Lessor may at any time during the term of this lease, without the consent of the Lessee, lease to others the wharf adjoining the demised property on the west, or the land adjoining said demised property on the north and east. If the Lessee of the wharf so desires arrangements shall be made to provide access from the vacant land to the wharf, in which event it is mutually understood and agreed that as little inconvenience as possible shall be suffered by the Lessee. If the Lessor deems it advisable an endeavor will be made to secure access to said wharf around the present structure so as to cause no disturbance to the Lessee.

(17) The Lessee agrees that it will not record this lease without the written consent of the Lessor.

(18) 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 herein; and the Lessee does hereby expressly covenant that it will in all respects abide by all such laws, and further that it will in the use and occupancy of said leased premises and in all business conducted thereon strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(19) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder and shall forthwith remove from said premises and shall have no further right or claim thereto or interest therein; and the City shall immediately thereupon, without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder. Said Lessee in accepting this lease hereby acknowledges the right of said City so to do.

In the event the Lessor takes possession of the leased premises under the provisons of this paragraph, or otherwise, it may remove any furniture and other personal property in the leased premises and place the same in storage in any warehouse, or other suitable place, in the

City of San Diego for the account and at the expense of the Lessee, who hereby agrees to save the Lessor harmless from any cost, loss or damage occasioned thereby. In this connection the Lessee expressly waives all claims for damages that may be caused by the Lessor re-entering and taking possession of the premises and removing property therefrom as herein provided; also all claims by reason of loss of or injury to any property, or injury to any person occurring in the leased premises, or in the building, no matter how caused.

The foregoing waiver shall include all claims for loss or injury caused by or arising out of burglary, fire, steam, gas, electricity, or defect in the building, or by breaking, leaking or overflow of the roof, or of any pipe, sewer or plumbing, or by the destruction of or injury to the building, or by the making of any repairs, alterations or additions therein or 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 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.

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.

EXPO-STUCCO & ART MARBLE CO., Lessee
By NOLAN R. CROOKS, Secy.

I hereby approve the form of the foregoing Lease this 20 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 Expo Stucco & Art Marble Co.; being Document No. 298333.
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 29th day of June, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, sometimes hereinafter referred to as the "City", Party of the First Part, and WALTER W. COOPER, public utility statistician of Oakland, California, Party of the Second Part, WITNESSETH:

THAT WHEREAS, The City of San Diego has determined that a complete and thorough investigation, study, survey and report should be made relative to, and in connection with, the accounting and payments heretofore rendered and made by the San Diego Consolidated Gas & Electric Company, insofar as the same relate to electric current furnished for heat and power, of the moneys which it is obligated to pay as rental for the use of the streets of the City of San Diego under and by virtue of the covenants and conditions contained in the franchise contracts and said "City", which said contracts are dated December 24, 1920 and December 21, 1931, and are filed in the office of the Clerk of said City under Document Nos. 131423 and 273488-1/2, and recorded respectively in Book 33, page 237, et seq. and in Book 43, page 127, et seq. of the records of said office; and

In the event that proper and sufficient payments to the said "City" have not been made by said Company in accordance with the terms of its franchise contracts, The City of San Diego desires to enforce said contracts and collect all sums due; and

WHEREAS, said "City" desires to employ the services of Walter W. Cooper, public utility statistician of Oakland, California, to make such studies, engineering surveys and audits as may be necessary, to furnish a full and complete report relative to these matters, and to take such action as may be necessary to enforce proper and sufficient payments to The City of San Diego in accordance with the said franchise contracts; and

WHEREAS, Walter W. Cooper is willing to undertake said employment on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable considerations, it is agreed as follows:

I.

The Party of the First Part by these presents employs the Party of the Second Part on the terms and conditions hereinafter set forth to conduct and carry through to completion, on behalf of The City of San Diego, an investigation, engineering survey, audit and accounting and all other activities necessary and incidental thereto, relative to and in connection with the annual accounting and payments heretofore made by the San Diego Consolidated Gas & Electric Company, insofar as the same relates to electric current furnished for heat and power, of the moneys which it is obligated to pay to The City of San Diego under and by virtue of the covenants and conditions contained in the franchise contracts between said Company and said "City" and under the terms of which said Company is now using the streets and properties of said "City"; and which contracts have been more fully identified in the preamble hereto.

II.

In the event that the Party of the Second Part determines that the said Company has failed to pay to the "City" proper and sufficient annual amounts as required by, and in accordance with, the said franchise contracts, then the Party of the First Part by these presents further employs Party of the Second Part on the terms hereinafter set forth to aid and assist the City in the collection of the amounts so determined to be due; and in this connection it agreed that Party of the Second Part, with the advice, consent and approval of the City Attorney, shall have full authority to perform all necessary acts, to do all things and to initiate, commence and prosecute to a final determination all actions, in the courts or otherwise, for and on behalf of and in the name of The City of San Diego, for the purpose of enforcing the provisions of the aforesaid franchise contracts between the "City" and said Company. In this last connection it is further agreed that, at the option of the Party of the First Part, all necessary actions in the courts of this state, or elsewhere, may be initiated, commenced and prosecuted directly by the City Attorney, with the full aid and assistance of Party of the Second Part.

III.

Party of the First Part agrees that, in the event Party of the Second Part so requests, all the proper and necessary steps will be taken and all things done by the "City" to enforce those provisions of the aforesaid franchise contracts relative to and in connection with the obligations therein contained of the said Company, to answer all material inquiries and appear through its proper officers and with its records and accounts, for interrogation and examination; and that such steps will be taken promptly and at the times requested by the Party of the Second Part.

IV.

It is further agreed that Party of the First Part will furnish to Party of the Second Part sufficient office space to carry on the work herein provided, and furnish the necessary heat and lighting therefor, but otherwise to be under no financial obligations whatsoever, except as hereinafter in detail provided for. In this connection it is further agreed that Party of the Second Part may have the benefit of conferring with the heads of any of the departments of the City, and it is agreed that Party of the Second Part will cooperate to the fullest extent with the officials and employees of the "City" to the end that a final result may be obtained as satisfactory as possible to the "City". In this connection it is also understood and desired by both parties hereto that Walter W. Cooper shall be considered more as a special professional employee of the City than as an independent contractor, and the fact that his compensation may be determined on a contingency basis is not to be considered as relieving him from the obligation to proceed in a spirit of the utmost cooperation with the City officials.

V.

Party of the Second Part hereby accepts the employment herein outlined and agrees to devote his best professional efforts and time to the activities required, to the end that a complete and thorough survey, audit and report be made and all necessary steps and actions taken to enforce and collect the proper and correct payments due The City of San Diego on account of electric current furnished for heat and power under the terms and provisions of the aforesaid franchise contract.

VI.

In consideration of the compensation hereinafter provided for, Party of the Second Part agrees that he will conduct, carry on to completion and to a final determination, all of the work herein outlined; and will himself pay for any and all expense, costs and/or fees necessary and incidental to completing the work. In this connection it is understood and agreed that the "City" is under no obligation whatsoever to provide funds necessary to carry out the work herein outlined, and is under absolutely no obligation of any nature whatsoever to pay second party for his services, except in the event that additional revenues heretofore or hereafter due, in the form of increased franchise rental payments from said Company, are obtained for the "City", and then only in the manner, time and amounts provided for in paragraphs numbered VII and VIII of this agreement.

Second Party further agrees to commence and prosecute to final determination, on behalf of the "City" and in its name, any and all court actions necessary to effect the purposes of this employment and agrees to bear all the necessary expenses incurred in the conduct of the required investigations, and any and all legal proceedings, including attorney's fees, etc., together with other legal and traveling expenses, salaries and expenses of experts or assistants employed in the conduct of the work.

VII.

For and in consideration of the mutual promises herein contained and the services herein provided for, Party of the First Part agrees to pay to and compensate Party of the Second Part for the services performed under this contract in the following manner, times and amounts, to-wit:

An amount of money equal to Fifty Per cent (50%) of any and all sums recovered and received by the "City" as moneys due to the "City" for additional and increased franchise rentals or tolls required by the terms of said franchise contracts between the "City" and the San Diego Consolidated Gas & Electric Company from the beginning of said franchise contracts to the date of this agreement. It is further agreed that said compensation shall be paid to the Party of the Second Part in a lump sum forthwith upon the receipt by said "City" of any such increased or additional franchise rentals or tolls.

VIII.

It is further understood and agreed, in the event any compromise with said Company develops and is effected relative to past or future payments under said franchise contracts, whereby the necessity of litigation is eliminated, that no such compromise will be effected by either party hereto unless and until the advice, counsel and approval of the City Attorney of The City of San Diego is first had and obtained. It is further agreed that the Party of the Second Part will be compensated as provided for in paragraph numbered VII of this contract, irrespective of whether the results obtained are due to litigation or to compromise; provided, however, that in the event any compromise shall be effected whereby past due franchise rentals or tolls are waived in consideration of increased future payments being agreed to by said Company, then the Party of the First Part will pay to the Party of the Second Part, immediately upon the execution of any such last mentioned compromise; a sum of money equal to fifty per cent (50%) of the total increase resulting to the "City" during the first four (4) years for which such increased payments are to be made.

IN WITNESS WHEREOF, The City of San Diego has caused this contract to be executed by its City Manager, under and pursuant to Resolution No. 64565, adopted by the Council of said City on the 23rd day of June, 1936, authorizing and directing such execution; and the Party of the Second Part 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

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

WALTER W. COOPER, Party of Second Part

I HEREBY APPROVE the form of the foregoing Contract this 24th day of June, 1936.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for investigation of payments made by San Diego Consolidated Gas & Electric Co.; being Document No. 298342.

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

AGREEMENT

WHEREAS, Clara Gilman is the owner of (Lot 4 Blk 21) Lot 4 Block 21 Subdivision West End Addition City of San Diego, State of California, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24th day of June, 1936, by Clara Gilman that I will, for and in consideration of the permission granted me to remove 18 feet of curbing on Ray street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

CLARA GILMAN, Owner's Name
3566 Ray St., Address

STATE OF CALIFORNIA)
)SS
County of San Diego)

On this 24th day of June, A.D. Nineteen Hundred and Thirty-six, before me, Albert L. Griffiths a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clara Gilman 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)

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

RECORDED JUL 2 1936 10 A.M. in Book 534 at Page 162 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.

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 Curb Cutting Agreement with Clara Gilman; being Document No. 298366.

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

By August M. Headstrom Deputy.

AGREEMENT

WHEREAS, I, William F. Carlop are, is the owner of Lot 7 Block 3 Subdivision El Retiro and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26 day of June, 1936, by myself that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on Soria Dr. street adjacent to the above described property, bind to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, and 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 F. CARLOP, Owner's Name
3818 MEADE AVE., Address

STATE OF CALIFORNIA)
) SS
County of San Diego)

On this 26th day of June, A.D. Nineteen Hundred and Thirty-six, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William F. Carlop 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___, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

My Commission Expires Mar 7, 1938.

RECORDED JUL 2 1936 10 A.M. in Book 514 at Page 379 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.

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 Curb Cutting Agreement, with William F. Carlop; being Document No. 298367.

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

By August M. Headstrom Deputy.

AGREEMENT

WHEREAS, I J. Haynes are, is the owner of Lot 37 Block__ Subdivision Cajon Terrace and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24 day of June, 1936, by Myself that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on Cajon Way street adjacent to the above described property, bind__ to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego,

I further agree that this agreement shall be binding on myself, and 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.

J. HAYNES, Owner's Name
2705 J Ave. Natl. City., Address

STATE OF CALIFORNIA) ss
County of San Diego)

On this 26th day of June, A.D. Nineteen Hundred and Thirty-six, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Haynes 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__, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

My Commission Expires
Mar. 7, 1938

RECORDED JUL 2 1936 10 A.M. in Book 514 at Page 378 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.

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 Curb Cutting Agreement, with J. Haynes; being Document No. 298368.

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

By August M. Sadstrom Deputy.

AGREEMENT

WHEREAS, I, Ben F. Dixon is the owner of 6008 Arosa, Lot 1 Block 1 Subdivision El Retiro, San Diego, Cal., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24 day of June, 1936, by Myself that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on Arosa St. street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

Do further agree that this agreement shall be binding on myself, and 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.

BEN F. DIXON, Owner's Name
3711 - 47th St., San Diego, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 25 day of June, A.D. Nineteen Hundred and 36, before me, Matilda Reinbolt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ben F. Dixon 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)

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

My Commission Expires
April 25, 1940

RECORDED JUL 2 1936 10 A.M. in Book 521 at page 470 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 Curb Cutting Agreement, with Ben F. Dixon; being Document No. 298369.

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

By August M. Sadstrom Deputy.

AGREEMENT

WHEREAS, I, A. C. McDougal, is the owner of Lot 16 Block__Subdivision Cajon Terrace in San Diego, Cal., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, Calif prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24 day of June, 1936, by me that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on Cajon Way street adjacent to the above described property, bind myself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, and 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.

A. C. McDOUGAL, Owner's Name
4546 Cajon Way, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 25th day of June, A.D. Nineteen Hundred and Thirty-six, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. C. McDougal 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__, County of San Diego, State of Califbrnia, the day and year in this certificate first above written.

(SEAL)

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

RECORDED JUL 2 1936 10 A.M. in Book 521 at Page 469 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 Curb Cutting Agreement, with A. C. McDOUGAL; being Document No. 298370.

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

AGREEMENT

WHEREAS, Fred W. Jordan Jr., is the owner of Lot 35-36 Block 33 Subdivision Fairmount Addn to City Hts. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this lst day of July, 1936, by myself that I will, for and in consideration of the permission granted me to remove 8 feet of curbing on 48th street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

FRED W. JORDAN, JR., Owner's Name
4244 - 48th St. Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this lst day of July, A.D. Nineteen Hundred and thirty-six, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and swom, personally appeared Fred W. Jordan, Jr. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED JUL 6 1936 3 min. past 9 A.M. in Book 533 at Page 151 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.
I. W. M. SAMPLE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement, with Fred W. Jordan, Jr.; being Document No. 298398.

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

AGREEMENT

WHEREAS, JOHN DYER are, is the owner of Lot 33-34 Block 37 Subdivision Teralta and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of June, 1936, by JOHN DYER that he will, for and in consderation of the permission granted him to remove 8 feet of curbing on Thirty-fifth St. street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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 JOHN DYER, 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.

JOHN DYER, Owner's Name
4240 Thirty-fifth Street, San Diego, California, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 9 day of June, A.D. Nineteen Hundred and thirty-six, before me, Fred B. Grant a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Dyer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED JUL 6 1936 3 Min. past 9 A.M. in Book 538 at page 28 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.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement, from John Dyer; being Document No. 298407.

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

MEMORANDUM OF AGREEMENT FOR EXPENDITURE OF 1/4 CENT FUND ON STATE HIGHWAYS

SECOND SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 203 of the Streets and Highways Code, the Department shall expend or cause to be expended from the State Highway fund, an amount not less than the net revenue derived from one-quarter cent per gallon tax on motor vehicle fuel, on State highways within cities, in the proportion that the total population of each city bears to the total population of all cities in this state; and

WHEREAS, a first supplemental memorandum of agreement was executed by the City June 9, 1936, and by the Department June 19, 1936, providing for the work described as Projects 11 to 17 inclusive, herein; and

WHEREAS, the City now desires to decrease the amount of funds provided therein for Project 16, and to program the amount of such decrease as additional funds for Project 13(b), and for the work hereinafter described as Projects 18 and 19;

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 Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute the work embraced by this agreement:

Project	Location	Miles	Description	1/4 Cent for State Highways	State Highway Fund	1/4 Cent For City Streets	City Funds
11	State highways as described below:						
(a)	Work to be done by the City:						
	Route 2, Jct. Market St. and Pacific Blvd. to South city limits	3.64	General maintenance until June 30, 1937				
	Route 12	13.07					
	Route 77	0.25					
	Route 200	5.7				(City funds)	
(b)	Work to be done by the Department:						
	Route 2, north city limits to Jct. Pacific Highway and Market Street.	18.59	General maintenance until June 30, 1937	$ 25,000.00			
12	Pacific Highway, Route 2, north city limits to Market Street	18.59	Traffic stripes until June 30, 1937		6,180.00		
	Park Blvd., "A" St. to Robinson St.; El Cajon Ave., Park Blvd. to east city limits; Rosecrans St., Lytton St. via Canon St. and Catalina Blvd. to U.S. Military Res., Route 12.	15.2	Traffic stripes until June 30, 1937		5,820.00		

Project	Location	Miles	Description	1/4 Cent for State Highways	State Highway Fund	1/4 Cent for City Streets	City Funds
13	El Cajon Blvd.,Rt.12,Texas St. to Euclid Street	2.60	Install drainage system				
			(a) Surveys and plans		4,450.00		
			(b) Construction	52,930.36			
14	El Cajon Ave.,Rte.12, College Way to north City limits	1.60	Apply seal coat	4,000.00			
15	Canon St. and Catalina Blvd., Rt. 12, Akron St., to U.S. Military Res.	1.90	Apply seal coat	1,348.30			
16	El Cajon Ave.,Rte.12, Texas St. to Euclid Street	2.60	Crack sealing	650.00			
			Grading and paving	122,265.26			
					94,000.00	$61,930.36	
17	Torrey Pines Mesa, Rt.2: Station 215+72		Install culverts	306.08			
	Station 305+15			150.00			
18	Main Street, Rt.2, from 32nd St.,to Division St.		Widen to 40' and resurface pavement				
			Survey and plans			2,000.00	$1,000.00
			Right of Way	2,000.00			
			Construction			133,694.00	
19	Main St.,Rt.2, near 32nd St.		Widen curve on west side:				
			Surveys and plans			500.00	
			Right of Way	7,000.00			
			Construction			2,500.00	
			TOTALS	$227,650.00	$98,450.00	$200,624.36	$1,000.00

The streets comprising the State highway routes within the City to be maintained until June 30, 1937, are described as follows:

Route 2. From the northerly city limits along the Rose Canyon Road and Pacific Highway (Atlantic Street) to the junction with Market Street, a length of approximately 18.59 miles, to be maintained by the Department.

From the intersection of Market Street and Pacific Highway (Atlantic Street), along Market Street to 12th Street, along 12th Street from Market Street to National Avenue, along National Avenue from 12th Street to Sigsbee Street, along Sigsbee Street from National Avenue to Main Street, and along Main Street from Sigsbee Street to the southerly city limits, a length of approximately 3.64 miles, to be maintained by the City.

Route 12. Beginning at junction of Pacific Highway (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 and 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 Pacific Highway, 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.

The construction hereinabove provided for in Project 13 is proposed as a State Relief Administration project, the cost of labor to be defrayed from State Relief Administration funds, and the purchase of materials and rental of equipment to be financed from funds provided by this agreement.

ARTICLE II. MAINTENANCE

The streets comprising the State highway routes within the city limits, as described in Project 11 (a) of Article I hereof, 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 and the City hereby agrees that it will furnish sufficient money from other city funds for said purpose.

Maintenance work shall be satisfactory to the Department, and should the Department 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 if said City does not correct the unsatisfactory conditions after due notice thereof from the Department, the Department may enter upon said State highway route and maintain said street with its own forces, and the cost thereof will be defrayed from the 1/4 centgas tax allocated for expenditure upon State highways within the city.

The streets comprising the State highway routes within the City, as described in Project 11(b) of Article I hereof, will be maintained by or under the direct supervision of the Department. 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.

Any equipment furnished by the Department for Project 11 (b) will be charged at the rental rates established by the Department.

Work on Project 11(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 Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work hereinabove designated under Project 13(a). The Department will defray the cost of preliminary surveys and plans from funds to be provided by the Department in addition to the 1/4 cent funds for State highways as hereinabove provided.

ARTICLE IV. RIGHT OF WAY

The right of way for Projects 18 and 19 will be secured by the City. The cost hereinafter provided for includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the projects; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructiong or encumbrances.

ARTICLE V. CONSTRUCTION

The City will construct, or cause to be constructed under its direct supervision, the improvements designated as Project 13(b) of Article I hereof.

Plans, specifications, and a detailed estimate of cost will be submitted to the Department for approval before the work is advertised for bids, or in case of work approved to be done by day labor, before the work is started. No changes will be made in the plans and specifications without the prior approval of the Department.

Said work shall be done in accordance with the approved plans, specifications and estimates therefor, and to the satisfaction of the Department. It shall be subject at all times to inspection and approval by the authorized representatives of the Department.

The work on Project 13(b) shall be performed by contract, unless the performance thereof by day labor shall be approved by the Department.

Further, no contract will be awarded by the City until the approval of the Department has been obtained. A summary of the bids received will be forwarded promptly to the Department by the City.

Any city-owned equipment used for Project 13(b) may be charged upon a rental basis to cover depreciation and repair in case rental rates have been established heretofore by the City; otherwise, allowance for depreciation and repairs may be charged as approved by the Department.

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 12, 14, 15, 16 and 17 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 Department.

Any equipment furnished by the Department for Projects 12, 14, 15, 16, 17 will be charged at the rental rates established by the Department.

The work on Projects 12, 14, 15, 16 and 17 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 Department.

ARTICLE VI. FUNDS

Revenue accruing for expenditure in the city for the biennium ending June 30, 1937, under the provisions of Section 203 of the Streets and Highways Code, is estimated to amount to $227,650.00. The amount of $227,650.00 is programmed to defray the cost of the projects listed in Article I.

The biennial revenue and the amount provided for each project as set forth in Article I are estimated amounts, and the actual revenue and the actual cost of the various projects may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such Supplemental agreement shall be valid only when executed by the City and the Department.

The Department hereby delegates to the City the expenditure of the funds hereinabove provided to defray the cost of Projects 13(b), 18 and 19.

As the work progresses on Projects 13(b), 18 and 19 the Director of Public Works will forward warrants to the 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 Department on account of Projects 11(b), 12, 14, 15, 16 and 17 are fully discharged; provided that payment in advance of actual apportionment of gas tax revenue by the State Controller shall not exceed the amount estimated to accrue for expenditure within the City during the biennium ending June 30, 1937, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

The Department will pay the cost of Projects 11(b), 12, 14, 15, 16 and 17 from the funds provided by the State as above set forth.

ARTICLE VII. FINAL REPORTS

The City will furnish reports of expenditures in such detail as required by the Department. The reports will show in full all expenditures from the funds herein provided, as well as expenditures from other city funds.

Within sixty days after the close of the fiscal year ending June 30th, the City will prepare and file with the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route as described in Project 11(a) hereof.

Within sixty days after the completion of the work on Projects 18 and 19 as set forth in Article I hereof, the City will file with the Department a final report of expenditures made for each such project.

The Department will furnish a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon State highways, for the information of the City.

Annually, within sixty days after the close of the fiscal year ending June 30th, the Department will prepare and file with the City a statement of expenditures made during the preceding year for the maintenance of each State highway route enumerated in Project 11(b) hereof.

Within sixty days after the completion of the work on Projects 12, 14, 15, 16 and 17 as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the City such administrative powers, jurisdiction, and authority as are vested by law in the department to regulate and control the streets constituting the designated State highway routes within the City except that no U.S. numbered route shield or State route marker shall be installed without the approval of the department. Further, the department will not defray the cost of installing such shields or markers from the 1/4 cent allocated for expenditure upon State highways within the City, without the approval of the City.

In event the work of maintaining the State highway route within the City is being done by the department, the approval of the department shall be secured before any encroachment on the surface or any cut, excavations, or openings in the vehicular roadway are permitted. The department will maintain the State highway from curb line to curb line only. There is hereby delegates to the City the maintenance of the areas between curb lines and right of way lines, except when operations by the department thereon are being conducted in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California, the Director of Public Works, or any officer or employee of the State of California, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City, under or in connection with, any work, authority, or jurisdiction delegated under this agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the___day of_____, 1936, and the Department on the 3rd day of July, 1936.

CITY OF SAN DIEGO
By R. W. FLACK, City Mgr.

Approval Recommended:
L. V. CAMPBELL
Engineer of City and
Cooperative Projects

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS (SEAL)
EARL LEE KELLY
Director of Public Works
By EDWARD R. THERON
Deputy Director

Approved:
C. C. CARLETON, Chief Attorney

Approved:
J. G. STANDLEY
Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for expenditure of 1/4 cent fund on State Highways; being Document No. 298443.

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

W-745 QM-38
Office No. 287

NOTICE OF RENEWAL OF CONTRACT
FOR PURCHASING WATER

N.B.--To be served on, and a copy left with, the Contractor or Lessor in accordance with the terms of the contract or lease and in no event later than the end of the business day of June 30, 1936

THE UNITED STATES OF AMERICA
To City of San Diego, California,

You are hereby notified that under the provisions of paragraph (q) of Contract No. W-745 QM-38, dated June 14, 1935, between the United States of America and The City of San Diego California, for furnishing Water at Fort Rosecrans, California, the United States of America elects to renew and extend for one fiscal year from and after July 1, 1936, and by these presents does extend and renew for such term the said Contract No. W-745 qm-38, above referred to, upon the same terms and conditions as therein set out; and does hereby ratify, confirm, and adopt the said Contract and all the terms and conditions thereof for the fiscal year beginning July 1, 1936, and ending June 30, 1937.

THE UNITED STATES OF AMERICA
By LOUIS B. GEROW, Major, Q.M.C., Contracting Officer

Receipt of the above notice is acknowledged this 17th day of June, 1936.
CITY OF SAN DIEGO, CALIFORNIA,
Contractor
By F. A. RHODES, Director of Public Works

RETURN OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Louis B. Gerow, Major Q.M.C., Contracting Officer do hereby certify that I served the within notice upon The City of San Diego, through its Director of Public Works, at the City Hall in the city of San Diego, County of San Diego, State of California at 2:15 o'clock P.M. on the 17th day of June, 1936, by reading the same to said Contractor(or by offering to read the same to him which was waived) and by leaving with the said Contractor a true copy thereof.

LOUIS B. GEROW,
Major, Q.M.C., Contracting Officer

Subscribed and sworn to before me, this 1st day of July, 1936.
EDWARD L. KELLY
Lt. Col., 3d C.A., Adjutant.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, procurement authority QM 2609 P 9-1040 A 212-7, B&Q A, the available balance of which is sufficient to cover cost of same. Payment by Finance Officer, Fort MacArthur, San Pedro, California.

N.B.--To be sworn to before any Army officer authorized to administer oaths or before any notary public or other civil official so authorized, preferably those in Government service, if available. Copies will be distributed the same as contracts. Delete all irrelevent words.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Contract, with The United States of America, for furnishing water at Fort Rosecrans; being Document No. 298453.

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, UNITED STATES PIPE & FOUNDRY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, as Principal, and UNITED STATES GUARANTEE COMPANY a corporation organized and existing underand 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 FOUR HUNDRED FIFTY-TWO DOLLARS ($452.00) lawful money of the United States, to be paid to said The City of San Diego, for the payment of which, well andtruly 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 June, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 22nd day of June, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

492 feet 16", Class "C", cast iron pipe, in 12 foot lengths, in accordance with the specifications on file inthe office of the City Clerk of said City under Document No. 297781.

NOW, THEREFORE, if 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.

UNITED STATES PIPE & FOUNDRY COMPANY, Principal
By D. HOPKINS,
Vice-President

(SEAL) ATTEST:
H. A. HOOVER, Asst. Secy.

UNITED STATES GUARANTEE COMPANY, Surety
By A. O. FISKE, Attorney-in-Fact
And CELIA R. PETAR, Attorney-in-Fact

(SEAL)

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

On this 22nd day of June, in the year nineteen hundred and thirty six, 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 Celia R. Petar and A. O. Fiske, 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)
IRENE MURPHY
Notary Public in and for the City and County of San Francisco, State of California.

My Commission expires
Mar. 10, 1938

I HEREBY APPROVE the form of the foregoing bond this 9th day of June, 1936.
D. E. AULT, City Attorney
By H. B. DANIEL, Assistant

I HEREBY APPROVE the foregoing bond this___day of June, 1936.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 22nd day of June, 1936, 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 UNITED STATES PIPE & FOUNDRY COMPANY, 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:

492 feet 16", Class "C", cast iron pipe, in 12 foot lengths, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297781.

Delivery f.o.b. trench side, Mission Road, east of Old Town, immediately upon execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of One Thousand Eight Hundred Four and 07/100 Dollars ($1804.07). 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 material 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 and Eight Hundred Four and 07/100 Dollars ($1804.07), as follows:

Upon 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 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 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 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 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 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. 64482 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: UNITED STATES PIPE & FOUNDRY COMPANY, Contractor
H. A. HOOVER, Asst. Secy. By D. HOPKINS, Vice-President

I HEREBY APPROVE the form of the foregoing Contract this 9th day of June, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant

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. 298509.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Hedstrom Deputy

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED STATES PIPE & FOUNDRY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, as Principal, and UNITED STATES GUARANTEE 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 SEVEN HUNDRED TWELVE DOLLARS ($712.00) 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 June, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 22nd day of June, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1800 feet 6", Class 150, B&S Super deLavaud cast iron pipe, in 18 foot lengths; and
1998 feet 6", Class 250, B&S Super deLavaud cast iron pipe, in 18 foot lengths,
all in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297825.

NOW, THEREFORE, if 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.

UNITED STATES PIPE & FOUNDRY COMPANY, Principal
By D. HOPKINS, Vice- President

(SEAL) ATTEST:
H. A. HOOVER, Asst. Secty.

UNITED STATES GUARANTEE COMPANY, Surety
By A. O. FISKE, Attorney-in-Fact
By CELIA R. PETAR, Attorney-in-Fact

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

On this 22nd day of June, in the year nineteen hundred and thirty-six, A.D., before me, IreneMurphy, 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 Celia R. Petar and A. O. Fiske, 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) Notary Public in and for the City and County of San Francisco, State of California.
My Commission expires
Mar. 10, 1938

I HEREBY APPROVE the form of the foregoing bond this 9th day of June, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant

I HEREBY APPROVE the foregoing bond this ___ day of June, 1936.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 22nd day of June, 1936, 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 UNITED STATES PIPE & FOUNDRY COMPANY, 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:

1800 feet 6", Class 150, B&S Super deLavaud cast iron pipe, in 18 foot lengths; and
1998 feet 6", Class 250, B&S Super deLavaud cast iron pipe, in 18 foot lengths,
all in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 297825.

Delivery f.o.b. dock, San Diego, Calif. within 45 days from the execution of this contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Two Thousand Eight Hundred Forty-five and 33/100 Dollars ($2845.33). Said price includes the California State use 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 material 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 and Eight Hundred Forty-five and 33/100 Dollars ($2845.33), as follows:

Upon 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 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 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 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 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 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. 64493 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
UNITED STATES PIPE & FOUNDRY COMPANY, Contractor
By D. HOPKINS, Vice-Pres.

(SEAL) ATTEST:
H. A. HOOVER, Asst. Secty.

I HEREBY APPROVE the form of the foregoing Contract this 9th day of June, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant.

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. 298510.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Augusta M. Gadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation created and existing under the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under 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 Eighteen Thousand Five Hundred and 00/100 DOLLARS ($18,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal 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 July, 1936.

THE CONDITION OF THE 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 electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to the Class A lamp street lighting circuits, and also to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways, in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms and appliances for Class B lamps, for a period of twelve (12) months from and after the 1st day of July, 1936, to-wit: to and including the 30th day of June, 1937, for all lights that were installed and burning as of July 1, 1936, for the prices as in said contract specified; the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 298242, on file in the office of the City Clerk of said City, and as shown on the plans on file in the office of the City Engineer of said City, which said documents are by reference thereto incorporated in said contract and made a part thereof; and also to protect and hold harmless the said City against all damages, costs or expenses on account of damage to persons or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract; all as in said contract specifically set forth.

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

IN WITNESS WHEREOF, said Principal and 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 9th day of July, 1936.

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

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

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this 9th day of July, in the year nineteen hundred thirty-six, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing theirein, 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 Bond, this 13th day of July, 1936.

D. L. AULT, City Attorney.

I hereby approve the foregoing Bond this 12 day of July, 1936.

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 14th day of July, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City, in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all electric current, transformers, lines, switches, and other material and equipment necessary for the furnishing of electric current to the Class A lamp street lighting circuits, and also to furnish all poles, wires, conduits, lamps, arms, and all other appliances and the electric current, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances for Class B lamps for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, for a period of twelve (12) months from and after the 1st day of July, 1936, to-wit: to and including the 30th day of June, 1937, for all the lights that were installed and burning as of July 1, 1936, as shown by the plans on file in the office of the City Engineer of said City, and according to the specifications contained in Document No. 298242, on file in the office of the City Clerk of said City, which said Document No. 298242 and said plans are by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

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

Said Company agrees to furnish all the electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to Class A lamp street lighting circuits in said City, for said period of twelve (12) months from and after the 1st day of July, 1936, to-wit: to and including the 30th day of June, 1937, for the sum of One and 65/100 Dollars ($1.65) per lamp per month for each 600 candle power lamp burning until midnight; the sum of One and 20/100 Dollars ($1.20) per lamp per month for each 400 candle power lamp burning until midnight; the sum of Eighty-five Cents ($0.85) per lamp per month for each 250 candle power lamp burning until midnight; the sum of One and 90/100 Dollars ($1.90) per lamp per month for each 600 candle power lamp burning all night; the sum of One and 45/100 Dollars ($1.45) per lamp per month for each 400 candle power lamp burning all night; the sum of One and 05/100 Dollars ($1.05) per lamp per month for each 250 candle power lamp burning all night; and the sum of Seventy-five cents ($0.75) per lamp per month for each 100 candle power lamp burning all night; also, to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for lighting of said streets, avenues, boulevards, places, drives and ways in said City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances for Class B lamps for said period of twelve (12) months from and after the 1st day of July, 1936, to-wit: to and including the 30th day of June, 1937, for the sum of Three and 94/100 Dollars ($3.94) per lamp per month for each 600 candle power lamp; the sum of Three and 23/100 Dollars ($3.23) per lamp per month for each 400 candle power lamp; the sum of Two and 57/100 Dollars ($2.57) per lamp per month for each 250 candle power lamp; and the sum of One and 83/100 Dollars ($1.83) per lamp per month for each 100 candle power lamp. All of said rates are as set forth in the published schedule of the Railroad Commission of the State of California, a copy of which is filed in the office of the City Clerk of said City, under Document No. 295397. Said rates shall at all times be subject to such change or modification by the Railroad Commission of California, as said Commission may from time to time direct in the exercise of its jurisdiction.

And said Company further agrees to install and maintain class B lights in addition to those now installed, upon notification from the Council so to do, at and for the price of three and 94/100 Dollars ($3.94) per lamp per month for each 600 candle power lamp; the price of Three and 23/100 Dollars ($3.23) per lamp per month for each 400 candle power lamp; the price of Two and 57/100 Dollars ($2.57) per lamp per month for each 250 candle power lamp; and the price of One and 83/100 Dollars ($1.83) per lamp per month for each 100 candle power lamp; subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Council, and to be in accordance with the specifications contained in said Document No. 298242. Provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans filed in the office of the City Engineer of said City shall be made at the expense of The City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

Said Company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure, for any cause whatever, of any of said lamps to burn, as required by the provisions of said specifications; and said Company further

agrees with said City to repair and relight any Class B lamp which for any cause whatever has ceased to burn within a reasonable time after notification by the City Manager of said City, after said lamps has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 298242.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sums of money for each class of lamps and the candle power thereof as hereinabove set forth; and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, that if the said Railroad Commission shall fix a lower rate for such services, the City shall be required to pay only the said lower rate while the same is in force; and said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Arc Light Fund of said City, and upon presentation by the Company of its claims therefor in the proper form.

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

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

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

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

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, this 14th day of July, 1936.

THE CITY OF SAN DIEGO
By JOHN S. SIEBERT
HARRY WARBURTON
WALTER C. WURFEL
BRUCE R. STANNARD
A. W. BENNETT
RAYMOND M. WANSLEY
Members of the Council.

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

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

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

I hereby approve the form of the foregoing Contract this 13th day of July, 1936.
D. L. AULT, City Attorney

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the foregoing contract with the San Diego Consolidated Gas & Electric Company 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 14, 1936

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 San Diego Consolidated Gas and Electric Company, for General Street Lighting; to June 30, 1937; being Document No. 298530.

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

RESOLUTION NO. 64616

WHEREAS, a suit has been filed and is now pending in the Superior Court of the State of California, in and for the County of San Diego, entitled, Martin et al. v. The City of San Diego, wherein certain persons claiming riparian rights along the San Diego River seek to attack the paramount right of The City of San Diego in and to said waters, and for certain injunctive and other relief in connection therewith; and

WHEREAS, for many years past T. B. Cosgrove has acted as special water counsel for the City and is completely familiar with all phases of the San Diego River problems and litigation, and by reason of such familiarity it is deemed desirable for the protection of the City's interests to continue to retain and employ said T. B. Cosgrove as special water counsel for the fiscal year 1936-37, and particularly to prepare and conduct the City's defense to said suit; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That T. B. Cosgrove be, and he is hereby retained and employed by The City of San Diego for the fiscal year 1936-37, as special water counsel for The City of San Diego, to prepare and conduct the City's defense to the suit above referred to, and to co-operate with, aid and assist the City Attorney from time to time as he may be requested by the City Attorney and/or the Council in writing so to do, in any legal matters and/or litigation directly related to or connected with the development of the water resources of the San Diego River that may arise during said fiscal year.

BE IT FURTHER RESOLVED, that there is hereby fixed the sum of five thousand dollars ($5000.00) as and for the retainer and fee of said special water counsel for the fiscal year ending June 30, 1937; and that in addition to said sum said T. B. Cosgrove shall be entitled to receive his travelling and living expenses when absent from his office in Los Angeles in the service of the City.

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Dated July 7, 1936

G. F. WATERBURY
Auditor and Comptroller of the City of San Diego, California

To be paid out of Series FA-A Water Development Dept. A/c 235.

Passed and adopted by the said Council of the said City of San Diego, California, this 7th day of July, 1936, by the following vote, to-wit:

YEAS---Councilmen Wansley, Wurfel, Stannard, Siebert and Mayor Benbough
NAYS---Councilmen None
ABSENT-Councilmen Bennett and Warburton

(SEAL) ATTEST:

P. J. BENBOUGH
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.

ALLEN H. WRIGHT
(SEAL) City Clerk of the City of San Diego, California.
By AUGUST M. WADSTROM, Deputy.

Los Angeles, California,
July 9, 1936.

I hereby accept the appointment and employment specified in foregoing Resolution No. 64616 upon the conditions therein expressed and undertake to perform the services mentioned to the best of my ability.

T. B. COSGROVE

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 64616 of the Council of the City of San Diego, California, as adopted by said Council, JUL 7 1936

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 Contract with T. B. Cosgrove, as Legal Council on water matters; being Document No. 298548.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1936, 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 delegated to perform the operations outlined in city ordinance No. 292 new series, and in the amendments thereto, such duties being known as the work of the City Pound.

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), Monday to Friday from 8:00 o'clock a.m. to 5:00 o'clock p.m., Saturday from 8:00 a.m. to 12:00 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 said Society so engaged in work under the provisions of the said 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 provide the Society with license tags, license receipt books, and other necessary pound blank forms; and to pay to the Society the sum of Eight Thousand One Hundred Dollars ($8,100) as allowed in the annual appropriation ordinance of said City, payable as follows: Eight Hundred Dollars ($800.00) July 1st, 1936 and the balance of Seven Thousand Three Hundred Dollars ($7,300.00) in twelve equal monthly payments. Said installments shall be paid by warrant drawn on the Treasury of the City of San Diego on the last working day of and for each calendar month through the term of the contract.

VI.

That this agreement shall continue in force from and after its execution to and including June 30, 1937. 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 bythe 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.

THE CITY OF SAN DIEGO

ALEX M. LESEM, M.D.,
Director of Public Health

(SEAL)
APPROVED JUL 15, 1936
R. W. FLACK, City Manager

SAN DIEGO HUMANE SOCIETY FOR THE PREVENTION OF CRUELTY TO CHILDREN AND ANIMALS
CLIFTON ROCK, President

(SEAL) ATTEST:
M. R. LYONS, Secretary

I hereby approve the form of the foregoing Agreement this 15th day of July, 1936.
D. L. AULT, City Attorney
H. B. DANIEL, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with the San Diego Humane Society for the Prevention of Cruelty to Children and Animals, for the operation of the Pound; being Document No. 298604.

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

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

P.W. 46599-31

Washington, D.C.,
December 11, 1935
State File No. Calif. 1223.

The City of San Diego,
San Diego, California.

Subject to the Rules and Regulations (PWA Form No. 179, July 22, 1935,as amended to date) which are made a part hereof, the United States of America hereby offers to aid in financing the strengthening of Hodges Reservoir Dam (herein called the "Project") by making a grant to The City of San Diego, San Diego County, in the amount of 45 percent of the cost of the Project upon completion, as determined by the Federal Emergency Administrator of Public Works, but not to exceed, in any event, the sum of $81,000.

UNITED STATES OF AMERICA
Federal Emergency Administrator of Public Works
By HORATIO B. HACKETT, Assistant Administrator

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Offer of United States to aid in financing the strengthening of Hodges Dam; being Document No. 295860.

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, INDIAN MOTOCYCLE SALES COMPANY, a co-partnership composed of Guy Urquhart and Robert Sarkegian, 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 THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS ($1,564.00), 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 July, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 17th day of July, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

19 - 1936 model Indian police motorcycles, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 298180.

NOW, THEREFORE, if 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 its 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 July, 1936.

INDIAN MOTOCYCLE SALES COMPANY,
a co-partnership, Principal
By GUY URQUHART
ROBT. SARKEGIAN

(SEAL)

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 17th day of July 1936, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. EDELEN, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. EDELEN as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

C. T. NEILL
Notary Public, in and for said County and State.

(SEAL)

I hereby approve the form of the foregoing bond this 20 day of July, 1936.

D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 20th day of July, 1936.

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 20th day of July, 1936, by and between 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 INDIAN MOTOCYCLE SALES COMPANY, a co-partnership composed of Guy Urquhart and Robert Sarkegian, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

19 - 1936 model Indian police motorcycles, in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 298180, each to be equipped with ride-off stands, heavy wind-shield glasses and radio shielding.

Said contractor agrees to furnish and deliver said equipment hereinabove described within six (6) weeks 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 Six Thousand Two Hundred Fifty-two and 90/100 Dollars ($6252.90).

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 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 Six Thousand Two Hundred Fifty-two and 90/100 Dollars ($6252.90).

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 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 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/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. 64627 of the Council, authorizing such execution, and said Guy Urquhart and Robert Sarkegian have hereunto subscribed their names on behalf of said Indian Motocycle Sales Company, a co-partnerships, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

INDIAN MOTOCYCLE SALES COMPANY, Contractor
By GUY URQUHART
ROBT. SARKEGIAN, Co-partners

I hereby approve the form of the foregoing contract this 20th day of July, 1936.
D. L. AULT, 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 Indian Motocycle Sales Co.; being Document No. 298656.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Nadstrom Deputy.

AGREEMENT

WHEREAS, O. J. WILMARTH are, is the owner of Lot 15 Block B Subdivision Plumosa Park and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 17 day of July, 1936, by O. J. Wilmarth that I will, for and in consideration of the permission granted me to remove 7 feet of curbing on Wisteria Dr. street adjacent to the above described property, bind to, and hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on___, my 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.

O. J. WILMARTH, Owner's Name
4168 - 45 St., Address

STATE OF CALIFORNIA)
) ss
County of San Diego)

On this 17th day of July, A.D. Nineteen Hundred and Thirty-six, before me, Jeanette Krumm a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. J. Wilmarth 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.

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

RECORDED JUL 28 1936 25 min. past 12 A.M. in Book 547 at Page 121 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.
O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

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 Curb cutting agreement, with O. J. Wilmarth; being Document No. 298728.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Nadstrom 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 FIFTY-SIX DOLLARS ($8,356.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of July, 1936.

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. 64193, adopted by the Council March 31, 1936, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

THE AETNA CASUALTY AND SURETY COMPANY,
Surety

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

By PAUL WOLCOTT, Resident Vice-President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 21st day of July in the year nineteen hundred thirty-six, 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 23rd day of July, 1936.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64599 passed and adopted on the 7th day of July, 1936, require and fix the sum of $8,356.00 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
SAN DIEGO LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of July, 1936, 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 Pacific Highway 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, 1936, and including June 30, 1937.

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 17, 1936 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 Four Hundred Twenty-three and 87/100 Dollars ($33,423.87) 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, desnated 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 Four Hundred Twenty-three and 87/100 Dollars ($33,423.87) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No.1Fund".

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 Four Hundred Twenty-three and 87/100 Dollars ($33,423.87).

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)
By W. F. RABER

ATTEST:
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 23 day of July, 1936.
D. L. AULT, 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, for San Diego Lighting District No. 1; Being Document No. 298707.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, J. M. Gallagher are, is the owner of Lot 7 & 8 Block 119 Subdivision University Heights and;

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council;NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 30th day of June, 1936, by J. M. Gallagher that I will, for and in consideration of the permission granted me to remove 15 feet of curbing on El Cajon Ave. adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith a my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my 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.

J. M. GALLAGHER, Owner's Name
3303 Second Ave., Address

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 30th day of June, A.D. Nineteen Hundred and 36, before me, Frank H. Jordan a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. M. Gallagher known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission Expires
Dec. 29, 1937

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

RECORDED JUL 28 1936 25 min. past 12 P.M. In book 549 at page 28 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

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 Curb Cutting Agreement, with J. M. Gallagher; being Document No. 298729.

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

By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, Charles W. DeVoe and Octavia S. DeVoe are the owners of the following described property Lot 18 and Portion 19 Block 16 Subdivision Kensington Manor Unit #2 in the City of San Diego, County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of June, 1936, by Charles W. DeVoe and Octavia S. DeVoe that they will, for and in consideration of the permission granted them to remove 14 feet of curbing on Sussex Street adjacent to the above described property, binds them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 them, 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.

CHARLES W. deVOE
OCTAVIA S. deVOE, Owner's Name
3419 Park Blvd., San Diego, Calif.
Address

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 26th day of June, A.D. Nineteen Hundred and Thirty Six, before me, C. C. Macy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles W. DeVoe and Octavia S. DeVoe (Husband & wife) known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

(SEAL)
My Commission will expire
Feb. 23, 1940.

RECORDED JUL 28 1936 25 min past 12 P.M. In Book 549 at Page 28 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

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 Curb Cutting Agreement, with Charles W. DeVoe, et ux.; being Document No. 298730.

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

By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, THE FIRST NATIONAL TRUST AND SAVINGS BANK OF SAN DIEGO, is the owner of Lot__ Block__Subdivision__Pueblo Lot 317 of the Pueblo Lands of San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of July, 1936, by the undersigned corporation that___will, for and in consideration of the permission granted it to remove 40 feet of curbing on Causeway street adjacent to the above described property, bind itself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

The undersigned further agrees that this agreement shall be binding on its successors 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 FIRST NATIONAL TRUST AND SAVINGS BANK OF SAN DIEGO
Owner's Name
By R. C. EASOM, Vice President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 11th day of July, 1936, before me, A. F. Butler a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared R. C. EASOM known to me to be the Vice President and known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

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

(SEAL)
My Commission Expires
Jan. 13, 1939.

RECORDED JUL 28 1936 25 min. past 12 in Book 531 at Page 344 of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
SULLIVAN #5
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 Curb Cutting Agreement, with The First National Trust and Savings Bank of San Diego; being DocumentNo. 298731.

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

KNOW ALL MEN BY THESE PRESENTS, That we, CONCRETE CONDUIT COMPANY, LTD., a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and NEW YORK CASUALTY 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 SIX HUNDRED TWENTY DOLLARS ($620.00), 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 22d day of July, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 22d day of July, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

390 lineal feet 36" drain, medium reinforced concrete pipe, centrifugal cast;
350 " " 30" " medium reinforced concrete pipe, centrifugal cast,

in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 298234.

NOW, THEREFORE, if 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) ATTEST:
ROBERT H. DUNLAP, Secretary

CONCRETE CONDUIT COMPANY, LTD., Principal
By ELMER L. JOHNSON, Vice President

(SEAL) ATTEST:
FRANK E. ROWSEY, Resident Asst. Secretary

NEW YORK CASUALTY COMPANY, Surety
By A. M. WOLD, Resident Vice President.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On this 22d day of July, A.D. 1936, 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 Frank E. Rowsey personally known to me to be the Resident Assistant Secretary of the NEW YORK CASUALTY COMPANY, 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, 1940.

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 25th day of July, 1936.

D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY APPROVE the foregoing bond this 25th day of July, 1936.

R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 22d day of July, 1936, 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 CONCRETE CONDUIT COMPANY, LTD., 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:

390 lineal feet 36" drain, medium reinforced concrete pipe, centrifugal cast;
350 " " 30" " medium reinforced concrete pipe, centrifugal cast,
in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 298234.

Said contractor agrees to furnish and deliver said material hereinabove described, trenchside 37th Street and Ocean View Boulevard, San Diego, California, within seven (7) 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 the following prices, inclusive of California Sales Tax, to-wit:

390 lineal feet 36" drain, medium reinforced concrete pipe, centrifugal cast; per foot $3.80
350 lineal feet 30" drain, medium reinforced concrete pipe, centrifugal cast; per foot $2.85

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 Two Thousand Four Hundred Seventy-nine and 50/100 Dollars ($2479.50) as follows:

Upon 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 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 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 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. 64679 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
CONCRETE CONDUIT COMPANY, LTD., Contractor
By ELMER L. JOHNSON, Vice President

(SEAL) ATTEST:
ROBERT H. DUNLAP, Secretary

I hereby approve the form of the foregoing Contract this 25th day of July, 1936.
D. L. AULT, 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 Concrete Conduit Co., Ltd.; being Document No. 298736.

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

MEMORANDUM OF AGREEMENT FOR
EXPENDITURE OF 1/4 CENT GAS TAX ON
STREETS OF MAJOR IMPORTANCE

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California acting by and through the Director of Public Works, hereinafter referred to as the Department.

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code, the Department shall expend or cause to be expended within the cities of this State from the State Highway Fund, an amount equal to the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, upon Streets of Major Importance other than State highways as are agreed upon by the Department and the legislative body of the City, in the proportion that the total population of each city bears to the total population of all cities in this State; and

WHEREAS, the City has prepared and submitted to the Department a proposed budget showing the estimated expenditure of such funds recommended to be made during the fiscal year ending June 30, 1937, as required by Section 197 of the Streets and Highways Code;

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 Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute those items of the budget heretofore submitted by the City which have been, and are hereby, approved by the Department:

Project	Location	Description	1/4¢ For City Streets	1/4¢ For State Highways	State Highway Fund	City Fund
1	El Cajon Ave., Rt. 12 from Texas St. to Euclid St.	Paving	$ 61,930.36	$122,265.26	$94,000.00	
2	Main St., Rt. 2, from Thirty-second St. to Division St.	Widen to 40' and resurface pavement:				
		Surveys and plans	2,000.00			$1,000.00
		Right of Way		2,000.00		
		Construction	133,694.00			
3	Main St., Rt. 2, near Thirty-second St.	Widen curve on west side:				
		Survey and plans	500.00			
		Right of Way		7,000.00		
		Construction	2,500.00			
		Totals	$200,624.36	$131,265.26	$94,000.00	$1,000.00

ARTICLE II. SURVEYS AND PLANS

The City will make a portion of the necessary surveys and plans for the work hereinabove designated under Project 2. The City will furnish funds for the portion of such surveys and plans, and no part of the cost incurred by the City will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

The Department will make a portion of the necessary surveys and plans for the work hereinabove described as Project 2 and will make all th surveys and plans for the work described as Project 3. The cost thereof will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE III. CONSTRUCTION

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 1, 2 and 3 of Article I hereof in accordance with the plans, specifications, and estimates therefor.

Any minor change 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 Department.

Any equipment furnished by the State for Projects 1, 2 and 3, will be charged for at the rental rates established by the Department.

The work on Projects 1, 2 and 3, 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 Department.

ARTICLE IV. FUNDS

Funds budgeted to defray the cost of the projects described in Article I hereof are available from revenue accrued for expenditure within the City during the fiscal year ending June 30, 1936, in the amount of $88,539.36, and from the money accruing for expenditure within the City during the fiscal year ending June 30, 1937, under the provisions of Section 194 of the Streets and Highways Code, estimated in the amount of $112,085.00.

The amount of $200,624.36 is budgeted to defray the cost of projects payable from funds of the 1/4 cent gas tax allocations as listed in Article I, in addition to the amount of $131,265.26 available under the provisions of Section 203 of the Streets and Highways Code, funds in the amount of $94,000.00 allocated by the California Highway Commission from State highway funds, and from funds to be furnished by the City in the amount of $1,000.00.

The annual revenue and the amounts provided for each project as set forth in Article I, are estimated amounts. In the event that the actual revenue or the actual cost of the various projects differs from estimated amounts, the approved budget may be amended only by supplemental Agreement.

Supplemental Agreements shall be valid only when executed by the City and the Department.

ARTICLE V. FINAL REPORTS

The Department will furnish reports of expenditures made from the 1/4 cent gas tax allocated for expenditures upon Streets of Major Importance, for the information of the City.

Within sixty days after the completion of the work on Projects 1, 2 and 3, as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VI. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this Agreement. The City will, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 7 day of July, 1936, and the Department on the 16 day of July, 1936.

CITY OF SAN DIEGO
By R. W. FLACK, City Manager

Approval recommended:
L. V. CAMPBELL,
Engineer of City and Cooperative Projects

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS

Approved:
C. C. CARLETON, Chief Attorney
G. McCLEARY, Assistant State Highway Engineer

EARL LEE KELLEY, Director of Public Works
By EDWARD R. THERON, Deputy Director

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement with the State of California Department of Public Works, for Expenditure of 1/4 Cent Gas Tax on Streets of Major Importance; being Document No. 298783.

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

By August M. Gradstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, BYRON JACKSON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as Principal, and UNITED STATES GUARANTEE 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 TWO HUNDRED SEVENTY DOLLARS ($270.00), 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 25th day of July, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the___day of July, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1 - 6" M Byron Jackson Type "S" pump, and
1 - 100 HP motor,

In accordance with the specifications and requirements on file in the office of the City Clerk of said City, bearing Document No. 298360.

NOW, THEREFORE, if 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.

BYRON JACKSON COMPANY, Principal
By W. A. BEADLE

(SEAL)

UNITED STATES GUARANTEE COMPANY, Surety
By R. G. HILLMAN, Attorney-in-Fact
By M. S. BANKS, Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

ON THIS 25th day of July, A.D., 1936, before me, Chas. E. Brown, a Notary Public in and for the said County and State, personally appeared R. G. HILLMAN AND M. S. BANKS, known to me to be the persons whose names are subscribed to the within Instrument, as the Attorneys-in-Fact of UNITED STATES GUARANTEE CO. and acknowledged to me that they and each of them subscribed the name of UNITED STATES GUARANTEE 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 the day and year in this certificate first above written.

CHAS. E. BROWN
Notary Public in and for said County and State

(SEAL)

My Commission Expires
January 12, 1938

I HEREBY APPROVE the form of the foregoing bond this 23nd day of July, 1936.
D. L. AULT, City Attorney

I HEREBY APPROVE the foregoing bond this 28th day of July, 1936.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 28th day of July, 1936, 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 BYRON JACKSON COMPANY, 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:

1 - 6" M Byron Jackson Type "S" pump, and
1 - 100 HP motor

In accordance with the specifications and requirements on file in the office of the City Clerk of said City, bearing Document No. 298360.

Said contractor agrees to furnish and deliver said equipment hereinabove described, f.o.b. San Diego, within 30 days from and after the date of the execution of this contract.

Said contractor further agrees to furnish and deliver said equipment hereinabove described for the price of ONE THOUSAND SEVENTY-NINE and 96/100 DOLLARS ($1079.96). 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 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 Seventy-nine and 96/100 Dollars ($1079.96) 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 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 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. 64698 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

BYRON JACKSON COMPANY, Contractor
By W. A. BEADLE, Vice President

I hereby approve the form of the foregoing Contract this 23rd day of July, 1936.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Byron-Jackson Co. for Pump and Motor; being Document No. 298816.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 3rd day of August, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and E. RALPH SCHISLER and STEPHEN G. FLETCHER, co-partners doing business under the firm name and style of The Torrey Pines Company, hereinafter called the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessees, as hereinafter set forth, and in consideration of the covenants of the Lessees hereinafter set out and their faithful performance by such Lessees, and upon and subject to the terms, conditions and reservations herein set forth, hereby leases unto the said Lessees 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 the 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 to all easements, encumbrances and liens of every kind, nature and description whatsoever.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessees, for a period of one (1) year, beginning on the 1st day of September, 1936, and ending on the 31st day of August, 1937, at a rental of Two and 50/100 Dollars ($2.50) per acre per year, payable semi-annually in advance during the term of this lease.

In consideration of the covenants herein contained the parties hereto agree as follows:

First: That the above described premises are leased to said Lessees for farming purposes and for no other purposes, and Lessees agree to care for same and the crops thereon according to the rules of good husbandry.

Second: That the Lessees will pay the said rental promptly at the times when the same shall become payable, as above provided.

Third: That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth: The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall be under no obligation to furnish, and the Lessees shall have no right to require, the City to furnish water for the use of the Lessees on said premises at any time, except during the months of November, December, January, February and March of each year; and it is hereby agreed between the parties hereto that during the months hereinbefore mentioned the City agrees to sell water required by the Lessees for use upon the said premises, said water to be paid for by the Lessees at the current rate and subject to the regulations and conditions contained in Ordinance No. 861 (New Series) and Ordinance No. 817 (New Series) of the ordinances of The City of San Diego.

It is further agreed by and between the parties hereto that in connection with the above agreement with respect to the furnishing of water, that the City shall be under no obligation whatever with respect to providing pipelines for the distribution of said water on the said premises; and the Lessees hereby agree 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.

Fifth: That the Lessees shall keep and maintain said premises in as good repair and condition as they may receive them at their own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Sixth: Lessees shall bear the entire expense arising by reason of the construction of any improvements on the said premises, and the said Lessees shall have the privilege, upon the termination of this lease, of removing from said demised premises, at their own expense, all buildings and improvements which have been placed thereon.

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

Eighth: Said Lessees agree that on the last day of said term, or other sooner termination of this lease, the said Lessees shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Ninth: It is further agreed by and between the parties hereto that in case of the violation by the Lessees of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessees and for its account.

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

And it isfurther agreed that in the event this lease is cancelled, as herein provided, or upon the termination of the terms of the lease, as herein provided, that the Lessees hereby agree to furnish the City with a good and sufficient quitclaim deed to all premises described herein.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By R. W. FLACK, City Manager

STEPHEN G. FLETCHER
E. RALPH SCHISLER,
co-partners doing business under the firm name and style of The Torrey Pines Company,
Lessees

I hereby approve the form of the foregoing Lease this 4th day of August, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with E. Ralph Schisler and Stephen G. Fletcher, doing business as The Torrey Pines Company; being Document No. 298940.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadatron 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 sixty-four dollars ($464.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of August, 1936.

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. 64166, adopted March 24, 1936, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

(SEAL)
J. A. CANNON, 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)
COUNTY OF SAN DIEGO) SS

On this 5th day of August, in the year nineteen hundred thirty-six, 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 6 day of August, 1936.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64557, passed and adopted on the 23rd day of June, 1936, require and fix the sum of $464.00 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
LOMA PORTAL LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 11th day of August, 1936, 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, 1936, to-wit, to and including June 27th, 1937.

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 27, 1936, 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 the said City Engineer, it will pay to said first party the sum of one thousand eight hundred fifty-three and 40/100 dollars ($1,853.40) in twelve equal month installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "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 fifty-three and 40/100 dollars ($1,853.40) 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 fifty-three and 40/100 dollars ($1,853.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of One thousand eight hundred fifty-three and 40/100 dollars ($1,853.40), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 6th day of August, 1936.
D. L. AULT, 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 for Loma Portal Lighting District No. 1; being Document No. 298971.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadstrom Deputy.

UNDERTAKING FOR STREET LIGHTING
KENSINGTON MANOR LIGHTING DISTRICT
NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 5th day of August, 1936.

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 San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this 5th day of August, in the year nineteen hundred thirty-six, 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 6th day of August, 1936.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64686, passed and adopted on the 21st day of July, 1936, require and fix the sum of $31.00 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
KENSINGTON MANOR LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 11th day of August, 1936, 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, 1936, to-wit, to and including June 30, 1937.

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, 1936 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 ~~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 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 P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 6th day of August, 1936.
D. L. AULT, 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, for Kensington Manor Lighting District No. 1; being Document No. 298972.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Gradstrom Deputy.

AGREEMENT

WHEREAS, THOMAS J. GOLDEN are, is the owner of Lot 47-48 Block 287 Subdivision Seaman & Choate Add and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9 day of July, 1936, by Thomas J. Golden that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on 32nd St. street adjacent to the above described property, bind himself to, and does hereby these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on himself, my 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.

THOMAS J. GOLDEN, Owner's Name
1007 So. 32nd St. Address

STATE OF CALIFORNIA)
) ss
County of San Diego)

On this 10 day of July, A.D. Nineteen Hundred and Thirty Six, before me, Claude Stout a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas J. 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, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED JUL 28, 1936 25 min. past 12 P.M. In Book 531 at Page 344 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
SULLIVAN #5
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 Curb Cutting Agreement, with Thomas J. Golden; being Document No. 298732.

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

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 5th day of August, 1936, 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 the GOLDEN STATE LIVESTOCK CORPORATION, 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 subleases unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of the Rancho San Bernardo, as set forth in Parcel 45 of that certain trust indenture between the San Dieguito Water Company and the Union Bank & Trust Company, Los Angeles, trustee, recorded in the office of the County Recorder of San Diego County, in Book 1020 of Deeds, at page 361, et seq., more particularly described as follows:

Beginning at a stake marked "SB-1"on the map or plat of the survey of said rancho made by Hayes; thence running North 77-1/3° West along the northerly boundary of said rancho 4861.5 feet; thence South 15-1/2° West 6370 feet; thence South 84-1/4° East 4913.2 feet to the easterly boundary of said rancho; thence North 15-1/2° East along the said rancho line 5799.1 feet to the point or place of beginning; EXCEPT that portion lying above the 395 foot contour line, U.S.G.S. datum;

EXCEPTING THEREFROM all that portion thereof conveyed by Fred H. Roberts and Elizabeth Roberts, his wife, to Elbert Ward, by deed dated February 14, 1911, and recorded in Book 528, page 58 of Deeds in the office of the County Recorder of San Diego County, California, more particularly described as follows:

Beginning at a point on the east line of the Rancho San Bernardo 5799.1 feet in a southerly direction from the corner marked "SB-1" on the map or plat of the survey made by Hayes of said Rancho San Bernardo; thence running in a westerly direction as deeded to Fred H. Roberts by David T. Oaks, a distance of 600 feet; thence in a northeasterly direction 3230 feet to an intersection with the east line of the Rancho San Bernardo; thence in a southerly direction along the east line of the Rancho San Bernardo to the point of beginning, (said deed from David T. Oaks to Fred H. Roberts, above referred to, being recorded in Book 417 of Deeds, at page 300, records of the County Recorder's Office of San Diego County, California); containing approximately 260 acres.

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 five (5) years, commencing on the 1st day of July, 1936, and ending on the 30th day of June, 1941, at a rental of Five Hundred Dollars ($500.00) per year, payable quarterly 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 stock grazing and agricultural purposes, and for no other purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the demised premises, and each and every part thereof, 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;

(3) That the City shall have the right to enter upon said lands for inspection, for the purpose of water development and/or the right to cancel this lease in the event the City deems the use of the land necessary for water development; provided, however, that the City shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) days' notice of the City's intention so to do;

(4) That the Lessor reserves all timber, sand, gravel, oil and mineral rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights.

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

It is 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 City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any 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 City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, 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. 64719 of the Council, authorizing such execution, and 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 in this agreement first above written.

THE CITY OF SAN DIEGO, Lessor
By R. W. FLACK, City Manager

GOLDEN STATE LIVESTOCK CORPORATION,
Lessee
By REGINALD H. McGINNESS, General Manager

I hereby approve the form of the foregoing Lease this 6th day of August, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Golden State Livestock Corporation; being Document No. 298991.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, OLIN J. WILMARTH are, is the owner of Lot F Block 14 Subdivision Combination Land Company's Sub. of Teralta 4448 - 34th and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28 day of July, 1936, by Olin J. Wilmarth that I will, for and in consideration of the permission granted me to remove 7 feet of curbing on W. Side 34 St. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

OLIN J. WILMARTH, Owner's Name
4168 - 45 St., Address

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 29th day of July, A.D. Nineteen Hundred and thirty-six, before me, Jeannette Krumm a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Olin J. Wilmarth, a widower 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 ___, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
JEANETTE KRUMM
My commission expires May 19, 1939
Notary Public in and for the County of San Diego, State of California.

RECORDED AUG 6 1936 51 min. past 1 P.M. In Book 546 at Page 203 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.
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 Curb Removal Agreement, with Olive J. Wilmarth; being Document No. 298964.

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

By August M. Vadstrom Deputy.

CONTRACT

THIS AGREEMENT, made this 1st day of July, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, acting by and through the City Manager thereof, first party, hereinafter sometimes referred to as the "City", and L. S. EVERTS AND CARL M. ESENOFF, second parties, hereinafter sometimes designated as the "Auditors", WITNESSETH:

WHEREAS, the City desires to engage the services of competent certified public accountants to make the annual audit of all accounts and books of all the departments of the City, pursuant to the provisions of Section 111 of the City Charter, and to perform certain other work as hereinafter mentioned; and

WHEREAS, second parties are willing to undertake and perform said work;

NOW, THEREFORE, the parties do hereby agree together as follows:

(1) The City does hereby employ the said second parties to make the annual audit required under Section 111 of the City Charter, covering a period of one year from July 1, 1935, to June 30, 1936, inclusive, and agrees to pay second parties therefor the amounts, at the times, and in the manner hereinafter set forth.

(2) The second parties do hereby accept said employment, and agree faithfully and to the best of their ability to perform said services required of them, and to accept in full compensation therefor the sums of money, payable at the times, and in the manner hereinafter set forth.

(3) The Auditors agree to commence said audit on or before the 31st day of August, 1936, and to fully complete the same on or before the 30th day of November, 1936.

(4) The City agrees to pay to said Auditors for said completed audit the sum of eighteen hundred and fifty dollars ($1,850.00).

The amount agreed to be paid to said Auditors on account of said audit, to-wit, the sum of eighteen hundred and fifty dollars ($1,850.00), shall be payable in the following manner; Twenty-five per cent (25%) thereof when twenty-five per cent (25%) of said audit shall have been completed; twenty-five per cent (25%) when fifty per cent (50%) of said audit shall have been completed; and twenty-five per cent (25%) when seventy-five per cent (75%) of said audit shall have been completed. The Auditors shall render to the Manager progress reports whenever required by him, and his determination as to progress of the audit shall be final and binding upon the Auditors.

The withheld portion of said eighteen hundred and fifty dollars ($1,850.00), to-wit, twenty-five per cent (25%), shall not become due and payable until the completion of said audit and the acceptance of the same by the City Manager and the acceptance thereof by the City Council, 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 Part III, Title IV, of the Code of Civil Procedure of the State of California.

When the terms of this agreement 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 this agreement shall have been executed by the Auditors, 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 Auditors.

The Auditors agree that they will not underlet nor assign this agreement, or any part thereof.

It is mutually understood and 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 Auditors unless authorized and directed by resolution of the Council of The City of San Diego to that effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and throuth its City Manager, under and pursuant to Resolution No. 64681, authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

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

L. S. EVERTS
CARL M. ESENOFF

I hereby approve the form of the foregoing Contract this 6th day of August, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant 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 L. S. Everts and Carl M. Esenoff 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 Aug. 5, 1936

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego
by J.S.BARBER, Ch. Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with L. S. Everts & Carl M. Esenoff, for the Annual Audit; being Document No. 298996.

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

By August M. Hadatsch Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 10th day of August, 1936, 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 NATHAN L. RANNELLS, 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 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 said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

North 30 acres of Pueblo Lot 1351 and the Southeast 80 acres of Pueblo Lot 1355 of the Pueblo Lands of The City of San Diego, according to Map thereof made by James Pascoe on file in the Recorder's Office of San Diego County, California; subject to all existing encumbrances and liens.

TO HAVE AND TO HOLD the said premises and every and each parcel thereof unto the said Lessee, for a period of three (3) years, from and after the 1st day of July, 1936, to and including the 30th day of June, 1939, at a rental of Seventy-five dollars ($75.00) per year, payable semi-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 stock grazing purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 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;

(3) 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;

(4) 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;

(5) 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 covenants, terms 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 Ordinance No. 943, 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
By R. W. FLACK, City Manager, Lessor
NATHAN L. RANNELLS, Lessee

I hereby approve the form of the foregoing Lease this 11th day of August, 1936.
D. L. AULT, 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 Lease, with Nathan L. Rannells; being Document No. 299030.

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

By August M. Hadatsch Deputy.

CONTRACT

THIS AGREEMENT, made and entered into this 31st day of July, 1936, by and between THE CITY OF SAN DIEGO, sometimes hereinafter called the "City," acting by and through its City Manager, pursuant to Resolution No. 64548, adopted by the Council of The City of San Diego on the

16th day of June, 1936, party of the first part; and LOUIS C. HILL, LESTER S. READY AND DR. J. P. BUWALDA, parties of the second part, WITNESSETH:

THAT WHEREAS, the City did on or about the 29th day of May, 1936, by appropriate resolution, make and enter into a contract with the parties of the second part to conduct a preliminary inspection for the purpose, among other things, of outlining the engineering work deemed essential to meet the requirements of the City, together with an estimate of the amount of time required for and the cost of completing the work described in said contract; and

WHEREAS, the terms and conditions of said contract have been fully complied with and performed, and the City is desirous of securing the services of the parties of the second part to make a further investigation and full and complete findings and report, in writing, concerning the following:

(1) Determination of the future growth of the population and water requirements of The City of San Diego and metropolitan area;

(2) Determination of net safe yield obtainable from the local watersheds under present and ultimate economical development;

(3) Estimate of complete and annual cost of development of added local water sources and general determination of advisable program and sequence of development;

(4) Estimate of the need of added outside sources of water to San Diego, and the appropriate time when development of such sources will be necessary;

(5) Study and analysis of the plans for bringing in Colorado River water supply and to determine the probable cost and the most economical program of development, giving due consideration to bringing the water by each of the following routes: The metropolitan district of Southern California route, and the All-American Canal route;

(6) The construction, operation and maintenance cost of each route considered for the following developments: 10, 25, 50, 75 and 100 m.g.d.;

(7) The most economical plan for securing Colorado River water in the event of emergencies due to unusual drought condititons, together with such cost estimates, suggestions and recommendations as may be required or helpful in connection with all of the foregoing.

NOW, THEREFORE, in consideration of the premises and of the matters and things herein recited, The City of San Diego does hereby employ the parties of the second part, and each of them, and the parties of the second part, and each of them, do hereby accept employment for the period of 93 days, commencing on the 31st day of July, 1936, and ending on the 31st day of October, 1936, for the purposes above set forth and for and in consideration of the compensation hereinafter set forth.

The parties of the second part agree to perform such services as are herein required of them by the party of the first part during the period of their employment for the total sum of not to exceed four thousand three hundred twenty-one and 15/100 dollars ($4,321.15), which total sum shall include all transportation of the parties of the second part, any and all employees and assistants secured by them to aid and assist in the performance of their said services, together with board, room and further incidentals necessary in the performance of such services; it being understood and agreed that the parties of the second part shall determine among themselves the period of time necessary for each to perform his or their proportionate part of the services required to be performed by this contract, together with transportation, assistance and sustenance for each while engaged in the performance of such services; provided, however, that nothing herein contained shall be construed as obligating the City to pay to the parties of the second part, or either of them, for the services contemplated by this agreement, or for transportation or sustenance, or for any assistants employed by them, in excess of the sum of four thousand three hundred twenty-one and 15/100 dollars ($4,321.15).

The parties of the second part, in consideration of the sum above mentioned, agree to do and faithfully perform all of the things required of them in the numbered paragraphs (1) to (7), both inclusive, above set forth, and to completes such services within the period of time above set forth.

That partial payments shall be made from time to time by the City to the parties of the second part, to defray the expenses of such parties in the performance of the duties herein required of them. That any account, invoice or detailed statement presented for payment during the rendition of such services, as above provided, shall be approved by each of the parties of the second part before payment thereof shall be made.

Upon completion of the services to be rendered by parties of the second part hereunder, the City shall pay to them jointly, but not severally, whatever balance of said four thousand three hundred twenty-one and 15/100 dollars ($4,321.15) may remain after deducting from said sum all partial payments theretofore made to parties of the second part, as hereinabove provided for.

In this connection it is specifically understood and agreed that the City shall have no responsibility or obligation to see to the distribution or division of said four thousand three hundred twenty-one and 15/100 dollars ($4,321.15), or any part thereof, among the several parties of the second part; and that their respective shares therein is a matter solely of agreement between themselves.

IN WITNESS WHEREOF, this agreement is executed on behalf of The City of San Diego by its Manager, pursuant to authority so to do contained in Resolution No. 64548, duly and regularly adopted by the City Council on the 16th day of June, 1936; and the parties of the second part have hereunto subscribed their names the day and year first above written.

THE CITY OF SAN DIEGO,
Party of the First Part
By R. W. FLACK, City Manager

LOUIS C. HILL
LESTER S. READY
J. P. BUWALDA
Parties of the Second Part.

I hereby approve the form of the foregoing Contract, this 21st day of July, 1936.
D. L. AULT, City Attorney

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract for the employment of Louis C. Hill, Lester S. Ready and Dr. J. P. Buwalda, athorized by Resolution No. 64548, adopted by the Council of The City of San Diego on June 16, 1936, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I

do hereby further certify in conformity with the requirements of Section 80 of the Charter of The City of San Diegothat sufficient moneys to meet the obligation 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 this 21st day of July, 1936.

G. F. WATERBURY
Auditor and Comptroller of The City of San Diego, California.

To be paid out FAA 244

by J. S. W. BARBER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Louis C. Hill, Lester S. Ready and Dr. J. P. Buwalda, for making investigation and report on water matters; being Document No. 299114.

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, 1936, 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, 1937.

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.

COUNTY OF SAN DIEGO
By EDGAR F. HASTINGS
T. LeROY RICHARDS
RAY TRUSSELL
HARVEY D. HICKS
B. A. SWEET

(SEAL)

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

APPROVED:
R. W. FLACK, City Manager

I hereby approve the form of the foregoing Agreement, this 1st day of July, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant

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 first day of July, 1936

G. F. WATERBURY
Auditor and Comptroller of the City of San Diego, California.

by J. S. BARBER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with County of San Diego, for Meat Inspection; being Document No. 299130.

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, H. Cochran is the owner of Lot 14 Block ___Subdivision Cajon Terrace, San Diego, California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of August, 1936, by myself, that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on 5411 Siesta Dr. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, and 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.

H. COCHRAN, Owner's Name
4627 Saratoga Ave., Address

STATE OF CALIFORNIA)
) ss
County of San Diego)

On this 20th day of August, A.D. Nineteen Hundred and Thirty-six, before me, T. M. Rosenfeld a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. Cochran 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 City, County of San Diego, State of California, the day and year in this certificate first above written.

T. M. ROSENFELD
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED AUG 28 1936 37 min. past 9 A.M. in Book 568 at page 39 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.
C. A. Schmucker
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Curb Removal Agreement, with H. Cochran; being Document No. 299170.

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, I, Virgil S. Stewart is the owner of Lot 3 Block___Subdivision El Cajon Ter. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20 day of Aug., 1936, by myself that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on 5454 Siesta Dr. street adjacent to the above described property, bind me to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

Do further agree that this agreement shall be binding on myself, and 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.

VIRGIL S. STEWART, Owner's Name
5454 Siesta Dr. Address

STATE OF CALIFORNIA)
) ss
County of San Diego)

On this 20th day of August, A.D. Nineteen Hundred and Thirty-six, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Virgil S. Stewart 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 - , County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED AUG 28 1936 38 min past 9 A.M. in Book 564 at Page 143 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. 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 Curb removal agreement, from Virgil S. Stewart; being Document No. 299171.

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, in the sum of TWO HUNDRED NINETY DOLLARS ($290.00), lawful money of the United States of America, to be paid to said The City of San Diego, for 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 August, 1936.

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, Principal
By W. F. RABER,

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

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

(SEAL) ATTEST:
E. L. TOLSON

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28th day of August, in the year nineteen hundred thirty six, 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 31st day of August, 1936.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64799 passed and adopted on the 11th day of August, 1936, require and fix the sum of $290.00 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
OCEAN BEACH LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 1st day of September, 1936, 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 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 14,1936, to-wit, to and including August 13, 1937.

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 23, 1936 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.

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

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

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
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 31st day of August, 1936.
D. L. AULT, 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, for Ocean Beach Lighting Dist. No. 1; being Document No. 299224.
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 TWENTY DOLLARS ($620.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of August, 1936.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon UNIVERSITY AVENUE, between Boundary Street and Euclid Avenue; 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28th day of August, in the year nineteen hundred thirty six, 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 31st day of August, 1936.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64756 passed and adopted on the 4th day of August, 1936, require and fix the sum of $620.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

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

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT
NO. 3

THIS AGREEMENT, made and entered into this 1st day of September, 1936, 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, 1936, to-wit, to and including August 6, 1937.

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, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Four Hundred Seventy-seven and 40/100 Dollars ($2,477.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 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 Four Hundred Seventy-seven and 40/100 Dollars ($2,477.40) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Four Hundred Seventy-seven and 40/100 Dollars ($2,477.40).

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
By W. F. RABER

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

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
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 31st day of August, 1936.
D. L. AULT, 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 for University Avenue Lighting District No. 3; being Document No. 299225.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M Hradstrom 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 SIXTY-EIGHT DOLLARS ($268.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of August, 1936.

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 ~~certain~~ contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28th day of August, in the year nineteen hundred thirty six, 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 31st day of August, 1936.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64757 passed and adopted on the 4th day of August, 1936, require and fix the sum of $268.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 1st day of September, 1936, 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, 1936, to-wit, to and including August 6, 1937.

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 13, 1936 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 ($1,143.60) 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 ($1,143.60) 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 ($1,143.60).

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 P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

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

I hereby approve the form of the foregoing Contract, this 31st day of August, 1936.
D. L. AULT, 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 for University Avenue Lighting District No. 1; being Document No. 299226.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Wadstrom 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 THREE HUNDRED TWELVE DOLLARS ($312.00), 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 August, 1936.

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 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; HARASTHY STREET, between Pacific Highway and California Street; ANDREWS STREET, between California Street and India Street; and WINDER STREET, between Hancock Street and Kettner Boulevard, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
(SEAL) ATTEST: By W. F. RABER Principal
J. A. CANNON, Secretary

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Asst. Secy.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28th day of August, in the year nineteen hundred thirty six, 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 31st day of August, 1936.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64758 passed and adopted on the 4th day of August, 1936, require and fix the sum of $312.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
FIVE POINTS LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 1st day of September, 1936, 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 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;
HARASTHY STREET, between Pacific Highway 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, 1936, to and including August 4, 1937.

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 4, 1936 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 Forty-seven and 40/100 Dollars ($1247.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1 Fund."

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 Forty-seven and 40/100 Dollars ($1247.40) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Two Hundred Forty-seven and 40/100 Dollars ($1247.40).

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
By W. F. RABER

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

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
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 31st day of August, 1936.
D. L. AULT, 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, for Five-points Lighting District No. 1; being Document No. 299227.
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

WHEREAS, I, O. G. Palmer am the owner of Lot 9 Block 4 Subdivision El Retiro, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 29 day of Aug., 1936, by Myself that I will, for and in consideration of the permission granted me to remove 12 feet of curbing on 4747 College Ave. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself, and 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.

O. G. PALMER, Owner's Name
4990 Catoctin Dr., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 29th day of Aug., A.D. Nineteen Hundred and Thirty-six, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. G. Palmer 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 - - , County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED SEP 3 1936 36 min. past 9 A.M. in Book 569 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.
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 Curb Removal Agreement, from O. G. Palmer; being Document No. 299265.
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

WHEREAS, Edward M. Deloury is the owner of Lot 4 Blk 42 Subdivision Normal Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26 day of Aug., 1936, by myself that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on 3563 Adams Ave. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, and 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 M. DELOURY, Owner's Name
3563 Adams Ave., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 26th day of Aug., A.D. Nineteen Hundred and Thirty-six, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward M. Deloury 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 - -, County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED SEP 3 1936 35 min. past 9 A.M., in Book 565 at Page 211 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.
I. W. M. SAMPLE
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement, from Edward M. Deloury; being Document No. 299266.

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

A G R E E M E N T

WHEREAS, I Chas. Rowbens am the owner ~~the owner~~ of Lot 3 Block 7 Subdivision College Park and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 22 day of Aug., 1936, by myself that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on 4959 College Ave. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, and 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.

CHAS. ROWBENS, Owner's Name
1635 Brooks Ave., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 29th day of Aug., A.D. Nineteen Hundred and Thirty-six, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. Rowbens 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 - - County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED SEP 3 1936 34 min past 9 A.M. in Book 565 at Page 210 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.
I. W. M. SAMPLE
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement, from Charles Rowbens; being Document No. 299267.

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

A G R E E M E N T

WHEREAS, O. J. Wilmarth is the owner of 4461 - 34 St. Lot "D" Block 15 Subdivision Combination Land Company's Subdivision of Teralta and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of September, 1936, by O. J. Wilmarth that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on 34th street adjacent to the above described property bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on my 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.

O. J. WILMARTH, Owner's Name
4168 - 45 St., Address

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 11th day of September, A.D. Nineteen Hundred and thirty-six, before me, Jeanette Krumm a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. J. Wilmarth, 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, [illegible], at my office in City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JEANETTE KRUMM
(SEAL) Notary Public in and for the County of San Diego, State
My commission expires of California.
May 19, 1939.

RECORDED SEP 22 1936 59 min. past 9 A.M. in Book 567 at Page 236 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.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb removal agreement from O. J. Wilmarth; being Document No. 299474.

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, MAURINE CODINGTON is the owner of 4095 Highland Avenue, Lot 1 & 2 Block 3 Subdivision City Heights Annex #1 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of September, 1936, by MAURINE CODINGTON that she will, for and in consideration of the permission granted her to remove 10 feet of curbing on Polk street adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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.

MAURINE CODINGTON, Owner's Name
225 J St., Chula Vista, California
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 10th day of September, A.D. Nineteen Hundred and thirty-six, before me, John C. Morris a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Maurine Codington 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 - - , County of San Diego, State of California, the day and year in this certificate first above written.

JOHN C. MORRIS
(SEAL) Notary Public in and for the County of San Diego,
My Commission Expires State of California.
Jan. 18, 1937.

RECORDED SEP 22 1936 58 Min. past 9 A.M. in Book 567 at Page 236 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.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement, from Maurine Codington; being Document No. 299473.

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, Goodwill Industries of San Diego County, a non-profit Corporation of the State of California, is owner of Lot E Block 114 Subdivision Hortons Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of September, 1936, by Goodwill Industries of San Diego County that it will, for and in consideration of the permission granted it to remove 10 feet of curbing on Fourth Avenue adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, 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 its Successors, 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.

GOODWILL INDUSTRIES OF SAN DIEGO COUNTY,
Owner's Name
MYRON INSKO, Executive Secretary,
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 4th day of September, 1936, before me, Fred W. Sick a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Myron Insko known to me to be the Executive Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

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

My Commission Expires
May 15, 1939

RECORDED SEP 14 1936 27 min. past 9 A.M. in Book 563 at page 382 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.
SULLIVAN #5
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 Curb Removal Agreement from Goodwill Industries, Inc.; being Document No. 299341.

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

WHEREAS, Jesse J. McLaughlin is the owner of Lots 27 & 28 Block 33 Subdivision Fairmount Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 1st day of September, 1936, by Jesse J. Mc Laughlin that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on 48th street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

JESSE J. McLAUGHLIN, Owner's Name
4212 - 48th St. San Diego, Cal.
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 1st day of September, A.D. Nineteen Hundred and 36, before me, W. A. Wiedenbeck a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jesse J. McLaughlin 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.

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

RECORDED SEP 14 1936 28 min past 9 A.M. in Book 563 at page 382 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.
SULLIVAN #5
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 Curb Removal Agreement from Jesse J. McLaughlin; being Document No. 299342.

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

By Helen M. Willig Deputy

L E A S E

THIS INDENTURE, made in duplicate, this 8th day of September, 1936, between M. TREPTE, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as Lessee, and the party of the second part does hereby rent and take, as Lessee, those certain premises in the City of San Diego, County of San Diego, State of California, particularly described as follows:

That certain building occupying Lot J and the South half of Lot K, Block 91, Horton's Addition to the City of San Diego, now occupied by the Police Garage, now known and numbered as 652 Second Avenue;

for the term of one (1) year commencing on the 1st day of September, 1936, and ending on the 31st day of August, 1937.

Yielding and paying therefor during the term thereof the sum of Twelve Hundred Dollars ($1200.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: One Hundred Dollars ($100.00) per month.

PROVIDED, that this lease, shall at the option of the said Lessee, be extended for an additional period of one year from said 1st day of September, 1937, upon such terms and conditions as may be mutually agreed upon. PROVIDED, further, that the Lessee, in the event it shall desire to exercise said option for an additional one-year term, shall give to the Lessor written notice thereof not less than ninety (90) days prior to the expiration of the term of this lease.

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

1. Said premises shall be used by the said Lessee for the purposes of a Police Garage.

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

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

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

5. That if the rent shall be due and unpaid for a period of thirty (30) days after the same shall become due, and payable, this lease shall, at the option of the Lessor, become null and void.

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

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

8. That in case of the violation by the Lessee of any of the terms and conditions of this Lease, the Lessor may terminate this lease upon notice and take possession of the premises.

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

IN WITNESS WHEREOF, the Lessor has hereunto set his hand, and the Lessee The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 64883 of the Council, authorizing such execution, 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.

M. TREPTE, Lessor
THE CITY OF SAN DIEGO, Lessee
By R. W. FLACK, City Manager

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

I hereby approve the form of the foregoing Lease this 14th day of September, 1936.

D. L. AULT, City Attorney
by HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with M. Trepte, for Police Garage; being Document No. 299395.

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

By Helen M. Willig 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 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 11th day of September, 1936.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon MISSION BOULEVARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, in Mission Beach, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By L. M. KLAUBER,

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

THE AETNA CASUALTY AND SURETY COMPANY
By A. P. MULLER ,Surety
Resident Vice-President

(SEAL) ATTEST:
E. L. TOLSON

I hereby approve the form of the foregoing Undertaking this 14 day of Sept., 1936
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

STATE OF CALIFORNIA) SS
COUNTY OF SAN DIEGO)

On this 11th day of September, in the year nineteen hundred thirty-six, 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 A. P. Muller, 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 CERTIFY that the Council of The City of San Diego did by Resolution No. 64848 passed and adopted on the 26th day of August, 1936, require and fix the sum of $359.00 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
MISSION BEACH LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 14th day of September, 1936, 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 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, 1936, to-wit, to and including August 16, 1937.

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, 1936 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 ($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.

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

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 14 day of Sept., 1936.
D. L. AULT, 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 for Mission Beach Lighting Dist.#1 with the San Diego Consolidated Gas & Electric Company. Being Document No. 299413.

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

WHEREAS, Charles L. Berg and Molly S. Berg are the owner of 1055 Bangor Street, Lots 23-24 Block 7 Subdivision Roseville Heights, Point Loma, Calif. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8th day of September, 1936, by Charles L. Berg and Molly S. Berg that we will, for and in consideration of the permission granted the bearer to remove 10 feet of curbing on Bangor Street street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at our own expense and with no cost or obligation on the part of the City of San Diego.

We, further agree that this agreement shall be binding on ourselves, __ 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.

CHARLES L. BERG
MOLLY S. BERG
Owner's Name
1055 Bangor St. Pt. Loma
Address

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

On this 10th day of September, A.D. Nineteen Hundred and Thirty-six, before me, M. E. Hay a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles L. Berg and Molly S. Berg known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

(SEAL)

RECORDED SEP 18 1936 28 Min. past 9 A.M. In Book 571 At Page 188 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.
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 Curb Cutting Agreement from Charles L. Berg et ux to the City of San Diego, California. Being Document No. 299435.

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 1st day of September, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", Party of the First Part; and WALTER W. COOPER, Party of the Second Part, WITNESSETH:

WHEREAS, by Resolution No. 64787, duly adopted by the Council of the City of San Diego on August 5, 1936, the City Manager was authorized and directed to enter into a contract on behalf of the City of San Diego with the said Walter W. Cooper, retaining the services of the said Cooper for the fiscal year 1936-37 as public utility statistician and utility rate counsel for the City, and fixed the compensation to be paid therefor; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The City hereby retains and employs the Party of the Second Part in the capacity of public utility statistician and utility rate counsel for the fiscal year ending June 30, 1937, at a total compensation of Five Thousand Dollars ($5000.00) payable as follows:

$1250.00 upon the execution of this agreement; and a like sum on the first day of December, 1936; and on the first day of March, 1937, and on the first day of June, 1937.

The Party of the Second Part agrees that during said period he will render to the City his personal services as a public utility statistician and utility rate counsel, along such lines and in such matters affecting or dealing with public utilities as may be directed by the City Council, the City Attorney or the City Manager; and that he will make such investigations, written reports and recommendations in all such matters as he may be requested so to do; that he will assist in the preparation and presentation of and testify as an expert witness in all such matters during said period in any and all suits or actions that may be taken by or against the City, including hearings in which the City may be a party or be interested, as he may be requested so to do; and that in and about the performance of such services the Party of the Second Part, during said fiscal year, will devote a total of four (4) months of his time, at such intervals as may be required by the City.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 64787 authorizing such execution, and the Party of the Second Part has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Party of the First Part
By R. W. FLACK, City Manager

WALTER W. COOPER, Party of Second Part

I hereby approve the form of the foregoing Agreement this 29th day of August, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Dated September 1, 1936
Limited to $5000.00
To be paid out of Ordinance No. 956

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 Contract for services of Walter W. Cooper, as Public Utility Statistician and Utility Rate Counsel; being Document No. 299467.

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

By Helen M. Willig 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, 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 23rd day of September, 1936.

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 bouden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, Principal
By L. M. KLAUBER

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

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

(SEAL) ATTEST:
E. L. TOLSON

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this 23rd day of September, in the year nineteen hundred thirty-six, 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 24th day of September, 1936

D. L. AULT, 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. 64886 passed and adopted on the 8th day of September, 1936, require and fix the sum of $234.00 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 29th day of September, 1936, 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, 1936, to-wit, to and including August 27, 1937.

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 8, 1936 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, 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 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 P. J. BENBOUGH
A. W. BENNETT
WALTER C. WURFEL
HARRY WARBURTON
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 24th day of September, 1936.
D. L. AULT, 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 for Adams Avenue Lighting District No. 1; being Document No. 299554.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Helen M. Willig Deputy.

MEMORANDUM OF AGREEMENT FOR EXPENDITURE OF 1/4 CENT FUND ON STATE HIGHWAYS

THIRD SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 203 of the Streets and Highways Code, the Department shall expend or cause to be expended from the State Highway fund, an amount not less than the net revenue derived from one-quarter cent per gallon tax on motor vehicle fuel, on State highways within cities, in the proportion that the total population on each city bears to the total population of all cities in this state; and

WHEREAS, a second supplemental memorandum of agreement was executed by the City on June 30, 1936, and by the Department July 3, 1936, providing for the work hereinafter described as Projects 11 to 19, inclusive; and

WHEREAS, additional funds and adjustment of funds as previously programmed in said agreement are necessary to undertake the work described as Projects 16 and 18; and

WHEREAS, the additional funds are to be furnished by the Department from increased motor vehicle fuel revenue accruing under the provisions of Section 203 of the Streets and Highways Code in the amount of $7,237.47, from additional funds allocated by the California Highway Commission from the State Highway Fund in the amount of $28,637.99, and by the cancellation and transfer of funds heretofore programmed in the amount of $7,000.00 for the purchase of right of way for Project 19;

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 Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute the work embraced by this agreement:

PROJECT	LOCATION	MILES	DESCRIPTION	1/4 CENT FOR STATE HIGHWAYS	STATE HIGHWAY FUND	1/4 CENT FOR CITY STREETS	CITY FUNDS
11	State highways as described below:						
	(a) Work to be done by the City: Route 2, Jct. Market St. and Pacific Blvd. to South city limits	3.64	General Maintenance until June 30, 1937				
	Route 12	13.07					
	Route 77	0.25				(City funds)	
	Route 200	5.7					
	(b) Work to be done by the Department: Route 2, north city limits to Jct. Pacific Highway and Market Street.	18.59	General Maintenance until June 30, 1937		$25,000.00		
12	Pacific Highway, R.2, north city limits to Market Street	18.59	Traffic stripes until June 30, 1937		6,180.00		

	Park Blvd., "A" St. to Robinson St.; El Cajon Ave.,Park Blvd. to east city limits; Rosecrans St., Lytton St. via Canon St. and Catalina Blvd.to U.S. Military Res.,Route 12	15.2	Traffic stripes until June 30, 1937	5,820.00		
13	El Cajon Blvd. Rte.12, Texas St. to Euclid Street	2.60	Install drainage system (a) Surveys and plans		$4,450.00	
			(b) Construction	52,930.36		
14	El Cajon Ave., Rte.12,College Way to north city limits	1.60	Apply seal coat	4,000.00		
15	Canon St. and Catalina Blvd. Rt.12,Akron St.,to U.S. Military Res.	1.90	Apply seal coat	1,348.30		
16	El Cajon Ave.,Rte.12, Texas St. to Euclid Street	2.60	Crack sealing	650.00		
			Grading and paving	21,665.26	122,637.99	162,530.32
			Purchase electrical conduit	2,237.47		
17	Torrey Pines Mesa, Rte.2: Station 215/72 Station 305/15		Install culverts	306.08 150.00		
18	Main Street, Rte.2, from 32nd St. to Division St.		Widen to 40' and resurface pavement: Surveys and plans	2,000.00	2,000.00	1,000.00
			Construction	112,600.00	40,594.04	
19	Main St.,Rte.2, near 32nd St.		Widen curve on west side: Surveys and plans		500.00	
			Right of way	(Cancelled)	(Cancelled)	
			Construction			
				$234,887.47	$127,087.99	$205,624.36

The streets comprising the State highway routes within the City to be maintained until June 30, 1937, are described as follows:

Route 2. From the northerly city limits along the Rose Canyon Road and Pacific Highway (Atlantic Street) to the junction with Market Street, a length of approximately 18.59 miles, to be maintained by the Department.

From the intersection of Market Street and Pacific Highway (Atlantic Street) along Market Street to 12th Street, along 12th Street from Market Street to National Avenue, along National Avenue from 12th Street to Sigsbee Street, along Sigsbee Street from National Avenue to Main Street, and along Main Street from Sigsbee Street to the southerly city limits, a length of approximately 3.64 miles, to be maintained by the City.

Route 12. Beginning at junction of Pacific Highway (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 and 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 Pacific Highway, 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.

The construction hereinabove provided for in Project 13 is proposed as a State Relief Administration project, the cost of labor to be defrayed from State Relief Administration funds, and the purchase of materials and rental of equipment to be financed from funds provided by this agreement.

ARTICLE II. MAINTENANCE

The streets comprising the State highway routes within the city limits, as described in Project 11(a) of Article I hereof, 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 and the City hereby agrees that it will furnish sufficient money from other city funds for said purpose.

Maintenance work shall be satisfactory to the Department, and should the Department 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 if said City does not correct the unsatisfactory conditions after due notice thereof from the Department, the Department may enter upon said State highway route and maintain said street with its own forces, and the cost thereof will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the city.

The streets comprising the State highway routes within the City, as described in Project 11(b) of Article I hereof, will be maintained by or under the direct supervision of the Department. 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.

Any equipment furnished by the Department for Project 11(b) will be charged at the rental rates established by the Department.

Work on Project 11(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 Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the necessary surveys and plans for the work hereinabove designated under Project 13(a). The Department will defray the cost of preliminary surveys and plans from funds to be provided by the Department in addition to the 1/4 cent funds for State highways as hereinabove provided.

ARTICLE IV. RIGHT OF WAY

The right of way for Project 18 will be secured by the City. The cost hereinafter provided for includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the projects; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE V. CONSTRUCTION

The City will construct, or cause to be constructed under its direct supervision, the improvements designated as Project 13(b) of Article I hereof.

Plans, specifications and a detailed estimate of cost will be submitted to the Department for approval before the work is advertised for bids, or in case of work approved to be done by day labor, before the work is started. No changes will be made in the plans and specifications without the prior approval of the Department.

Said work shall be done in accordance with the approved plans, specifications and estimates therefor, and to the satisfaction of the Department. It shall be subject at all times to inspection and approval by the authorized representatives of the Department.

The work on Project 13(b) shall be performed by contract, unless the performance thereof by day labor shall be approved by the Department.

Further, no contract will be awarded by the City until the approval of the Department has been obtained. A summary of the bids received will be forwarded promptly to the Department by the City.

Any city-owned equipment used for Project 13(b) may be charged upon a rental basis to cover depreciation and repair in case rental rates have been established heretofore by the City; otherwise, allowance for depreciation and repairs may be charged as approved by the Department.

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 12, 14, 15, 16 and 17 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 Department.

Any equipment furnished by the Department for Projects 12, 14, 15, 16, 17 will be charged at the rental rates established by the Department.

The work on Projects 12, 14, 15, 16 and 17 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 Department.

ARTICLE VI. FUNDS

REVENUE accruing for expenditure in the city for the biennium ending June 30, 1937, under the provisions of Section 203 of the Streets and Highways Code, is estimated to amount to $234,887.47. The amount of $234,887.47 is programmed to defray the cost of the projects listed in Article I.

The biennial revenue and the amount provided for each project as set forth in Article I are estimated amounts, and the actual revenue and the actual cost of the various projects may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such supplemental agreement shall be valid only when executed by the City and the Department.

The Department hereby delegates to the City the expenditure of the funds hereinabove provided to defray the cost of Projects 13(b) and 18.

As the work progresses on Projects 13(b) and 18 the Director of Public Works will forward warrants to the 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 Department on account of Projects 11(b), 12, 14, 15, 16 and 17 are fully discharged; provided that payment in advance of actual apportionment of gas tax revenue by the State Controller shall not exceed the amount estimated to accrue for expenditure within the City during the biennium ending June 30, 1937, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

The Department will pay the cost of Projects 11(b), 12, 14, 15, 16 and 17 from the funds provided by the State as above set forth.

ARTICLE VII. FINAL REPORTS

The City will furnish reports of expenditures in such detail as required by the Department. The reports will show in full all expenditures from the funds herein provided, as well as expenditures from other city funds.

Within sixty days after the close of the fiscal year ending June 30th, the City will prepare and file with the Department a statement of expenditures made during the preceding year for the maintenance of each State highway route as described in Project 11(a) hereof.

Within sixty days after the completion of the work on Project 18 as set forth in Article I hereof, the City will file with the Department a final report of expenditures made for each such project.

The Department will furnish a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon State highways, for the information of the City.

Annually, within sixty days after the close of the fiscal year ending June 30th, the Department will prepare and file with the City a statement of expenditures made during the preceding year for the maintenance of each State highway route enumerated in Project 11(b) hereof.

Within sixty days after the completion of the work on Projects 12, 14, 15, 16 and 17, as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the City such administrative powers, jurisdiction, and authority as are vested by law in the department to regulate and control the streets constituting the designated State highway routes within the City except that no U.S.

numbered route shield or State route marker shall be installed without the approval of the department. Further, the department will not defray the cost of installing such shields or markers from the 1/4 cent allocated for expenditure upon State highways within the City, without the approval of the City.

In event the work of maintaining the State highway route within the City is being done by the department, the approval of the department shall be secured before any encroachment on the surface or any cut, excavations, or openings in the vehicular roadway are permitted. The department will maintain the State highway from curb line to curb line only. There is hereby delegated to the City the maintenance of the areas between curb lines and right of way lines, except when operations by the department thereon are being conducted in connection with construction or maintenance work between the curb lines.

It is understood and agreed that neither the State of California, the Director of Public Works, or any officer or employee of the State of California, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City, under, or in connection with, any work, authority or jurisdiction delegated under this agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 29th day of September, 1936, and the Department on the 9th day of October, 1936.

CITY OF SAN DIEGO
By R. W. FLACK

Approval Recommended:
L. V. CAMPBELL
Engineer of City and Cooperative Projects

Approved:
C. C. CARLETON
Chief Attorney

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
EARL LEE KELLY DIRECTOR OF PUBLIC WORKS
By EDWARD V. GERON
Deputy Director

Approved:
G. McCLEARY
Assistant State Highway Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Expenditure of 1/4 Cent Fund on State Highways; being Document No. ~~299603.~~ 300806.

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

By Helen M. Willig Deputy.

MEMORANDUM OF AGREEMENT FOR EXPENDITURES OF
1/4 CENT GAS TAX ON STREETS OF MAJOR
IMPORTANCE

FIRST SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, acting by and through the Director of Public Works, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code, the Department shall expend or cause to be expended within the cities of this state, from the State highway fund, an amount equal to the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, upon streets of major importance, other than State highways, as are agreed upon by the Department and the legislative body of the city, in the proportion that the total population of each city bears to the total population of all cities in this state; and

WHEREAS, a memorandum of agreement was executed by the City July 7, 1936, and by the Department July 16, 1936, providing for the work hereinafter described as Projects 1, 2 and 3; and

WHEREAS, additional funds and adjustment of funds as previously programmed in said agreement are necessary to undertake the work described as Projects 1 and 2; and

WHEREAS, the additional funds are to be furnished by the Department from increased motor vehicle fuel revenue accruing under the provisions of Section 194 of the Streets and Highways Code in the amount of $5,000, from additional funds allocated by the California Highway Commission from the State Highway Fund in the amount of $28,637.99, and by the cancellation and transfers of funds heretofore programmed in the amount of $2,500.00 for the construction of Project 3; and

WHEREAS, the City has prepared and submitted to the Department a proposed budget recommending the expenditure of additional revenue accruing under the provisions of said Section 194 for Project 1, as required by Section 197 of the Streets and Highways Code;

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 Department do hereby mutually agree as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed below constitute those items of the budget heretofore submitted by the City which have been, and are hereby, approved by the Department;

Project	Location	Description	1/4¢ for City Streets	1/4¢ for State Highways	State Highway Fund	City Fund
1	El Cajon Ave., Rt. 12 from Texas St. to Euclid St.	Paving	$162,530.32	$ 21,665.26	$122,637.99	
		Purchase electrical conduit		2,237.47		
2	Main St., Rt. 2, from Thirty-second St. to Division St.	Widen to 40' and surface pavement:				

	Surveys & Plans	2,000.00			$1,000.00
	Right of Way		2,000.00		
	Construction	40,594.04	112,600.00		
3 Main St., Rt. 2, near Thirty-second St.	Widen curve on west side:				
	Survey & Plans	500.00			
	Right of Way		Canceled		
	Construction	Canceled			
	Totals	$205,624.36	$138,502.73	$122,637.99	$1,000.00

ARTICLE II. SURVEYS AND PLANS

The City will make a portion of the necessary surveys and plans for the work hereinabove designated under Project 2. The City will furnish funds for the portion of such surveys and plans, and no part of the cost incurred by the City will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

The Department will make a portion of the necessary surveys and plans for the work hereinabove described as Project 3. The cost thereof will be defrayed from the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE III. CONSTRUCTION

The Department will construct, or cause to be constructed by or under its direct supervision, the improvements designated as Projects 1, and 2 of Article I hereof in accordance with the plans, specifications and estimates therefor.

Any minor change 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 Department.

Any equipment furnished by the State for Projects 1 and 2 will be charged for at the rental rates established by the Department.

The work on Projects 1 and 2 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 Department.

ARTICLE IV. FUNDS

Funds budgeted to defray the cost of the projects described in Article I hereof are available from revenue accrued for expenditure within the City during the fiscal year ending June 30, 1936, in the amount of $88,539.36, and from the money accruing for expenditure within the City during the fiscal year ending June 30, 1937, under the provisions of Section 194 of the Streets and Highways Code, estimated in the amount of $117,085.00.

The amount of $205,624.36 is budgeted to defray the cost of projects payable from funds of the 1/4 cent gas tax allocations as listed in Article I, in addition to the amount of $138,502.73 available under the provisions of Section 203 of the Streets and Highways Code, funds in the amount of $122,637.99 allocated by the California Highway Commission from State highway funds, and from funds to be furnished by the City in the amount of $1,000.00.

The annual revenue and the amounts provided for each project as set forth in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the various projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

Supplemental agreements shall be valid only when executed by the City and the Department.

The Department will pay the cost of Projects 1 and 2 and will charge the amount to the funds allocated under the provisions of Section 194 of the Streets and Highways Code.

ARTICLE V. FINAL REPORTS

The Department will furnish reports of expenditures made from the 1/4 cent gas tax allocated for expenditure upon Streets of Major Importance, for the information of the City.

Within sixty days after the completion of the work on Projects 1, 2, and 3, as set forth in Article I hereof, the Department will file with the City a final report of expenditures made for such projects.

ARTICLE VI. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this agreement. The City will, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 29th day of September, 1936, and the Department on the 9th day of October, 1936.

CITY OF SAN DIEGO
By R. W. FLACK

Approval Recommended:
L. V. CAMPBELL
Engineer of City and Cooperative Projects

Approved:
C. C. CARLETON
Chief Attorney

Approved: G. H. McCLEARY
Assistant State Highway Engineer

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
EARL LEE KELLY, DIRECTOR OF PUBLIC WORKS
By EDWARD A. GERON
Deputy Director

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax on Streets of Major Importance; being Document No. ~~299604.~~ 300805.

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

By Helen M. Willy Deputy

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWIN A. SPENCER, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 938 (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, 1936, 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-montyly 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 norrights 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, 1936, and ending June 30, 1937.

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 R. W. FLACK, City Manager

EDWIN A. SPENCER, Second Party

I hereby approve the form of the foregoing contract, this 1st day of July, 1936.
D. L. AULT, 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 Employment of Edwin A. Spencer, as Organ Tuner; being Document No. 299656.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, Calland and Eden, General Contractors are the owners of Real Estate and buildings, Lots 5 to 12 inclusive Subdivision H. P. Whitney's Addition, City of San Diego, State of California, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requesteddso to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24th day of September, 1936, by Calland and Eden, General Contractors that we will, for and in consideration of the permission granted us to remove 20 feet of curbing on Main street adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on Calland and Eden, 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.

CALLAND EDEN by HELMER EDEN, Owner's Name
3075 Main Street Address

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 1st day of October, A.D. Nineteen Hundred and Thirty six, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helmer Eden known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED OCT 6 1936 1 min past 10 A.M. in Book 571 at Page 347 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

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 Curb Removal Agreement, from Calland & Eden; being Document No. 299683.

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

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, S. D. Archer is the owner of Lot 27 Block 110 Subdivision University Hts., and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28th day of Sept., 1936, by S. D. Archer that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on El Cajon Ave. adjacent to the above described property, bind himself to, and he hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

S. D. ARCHER, Owner's Name
2944 El Cajon Ave., Address

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 28th day of Sept., A.D. Nineteen Hundred and 36, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. D. Archer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED OCT 6 1936 2 min past 10 A.M. in Book 571 at Page 349 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy H. Zervas

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 Curb removal agreement, with S. D. Archer; being Document No. 299684.

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

By Helen M. Willig Deputy

WHEREAS, A. H. Ebright is the owner of the property known as Lot F Block 120 Subdivision Hortons and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of September, 1936, by A. H. Ebright that he will, for and in consideration of the permission granted him to remove 22 feet of curbing on J street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego,

I further agree that this agreement shall be binding on myself, my 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.

A. H. EBRIGHT, Owner's Name
1757 Front St., Address

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 19 day of September, A.D. Nineteen Hundred and Thirty Six before me, Claude Stout a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. H. Ebright 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) CLAUDE STOUT
Notary Public in and for the County of San Diego, State of California.

RECORDED OCT 6 1936 3 min past 10 A.M. In book 578 at page 57 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk

O. M. SWOPE, County Recorder
By Deputy H. Zervas

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 Curb Removal Agreement; being Document No. 299685.

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

By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, ALBERT H. DAVIS doing business under the firm name and style of F. W. FAXON COMPANY, as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, 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 Fifty-eight Dollars ($358.00), 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 15th day of Sept.1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 15th day of September, 1936, 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, 1936 and ending August 31, 1937, 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 September, 1936.

ALBERT H. DAVIS
Doing business under the firm name and style of F. W. Faxon Company, Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety
By GEO. W. BERRY, Vice President

(SEAL) ATTEST:
E. H. CRICHETT, Assistant Secretary

COUNTERSIGNED BY:
E. J. WALSH, Resident Agent
Los Angeles, California.

ACKNOWLEDGMENT BY COMPANY

MASSACHUSETTS BONDING AND INSURANCE COMPANY

COMMONWEALTH OF MASSACHUSETTS,)
CITY OF BOSTON) SS

On this 15th day of September, one thousand nine hundred and thirty-six before me personally came Geo. W. Berry, known to me to be the Vice President of MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation described in and which executed the annexed bond of Albert H. Davis, dba. F. W. Faxon Company, as surety thereon, and who, being by me duly sworn, deposes and says that he resides in the City of Boston, Commonwealth of Massachusetts, that he is the Vice President of said Massachusetts Bonding and Insurance Company, and knows the corporate seal thereof; that said Company is duly and legally incorporated under the laws of the Commonwealth of Massachusetts; that said Company has complied with the provisions of the Act of Congress of August 13, 1894, and March 23, 1910, allowing certain corporations to be accepted as surety on bonds; that the seal affixed to the annexed bond of Albert H. Davis, dba. F. W. Faxon Co. is the corporate seal of said Massachusetts Bonding and Insurance Company, and was thereto affixed by order and authority of the Board of Directors of said Company; and that he signed his name thereto by like order and authority as Vice President of said Company; and that he is acquainted with E. H. Critchett and knows him to be the Assistant Secretary of said Company; and that the signature of said E. H. Critchett subscribed to said bond is in the genuine handwriting of said E. H. Critchett as was thereto subscribed by order and authority of said Board of Directors, and in the presence of said deponent; and that the assets of said Company, unencumbered and liable to execution, exceed its claims, debts and liabilities of every nature whatsoever by more than the sum of One Million Dollars ($1,000,000).

GEO. W. BERRY, Vice-President

SWORN TO, acknowledged before me, and subscribed in my presence this 15th day of September, 1936.

WILLIAM E. RUSSELL
Notary Public, COMMONWEALTH OF MASSACHUSETTS

(SEAL)
My commission expires
March 19, 1937.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

At a meeting of the Board of Directors of MASSACHUSETTS BONDING AND INSURANCE COMPANY, held in the City of Boston, on the 16th of September, A.D. 1915, the following preamble and resolution was adopted:

"Whereas, under its statutory powers, the MASSACHUSETTS BONDING AND INSURANCE COMPANY is engaged in the business of Fidelity and Surety Bonding, and inquiry may be made concerning the power of Executive Officers of the Company to act in its behalf, therefore be it

"Resolved, that the President, or any Vice-President, in conjunction with the Secretary, or any Assistant Secretary, be, and they are hereby authorized and empowered to execute, attach the seal of the Company, and deliver any and all bonds, recognizances, obligations, stipulations, undertakings, or anything in the nature

of either of the same, allowed or required by law, municipal or otherwise, or by the rules, regulations, orders, customs, practice or discretion of the board, body, organization, office or officers, legal, municipal or otherwise which this Company, under and by virtue of this charter, has authority to execute."

I, R. C. DeNormandie, Assistant Secretary of the Massachusetts Bonding and Insurance Company, do hereby certify that the above and foregoing is a full and correct copy of a preamble and resolution passed by the Board of Directors of the said Company, at a regular meeting thereof, duly called and held on the 16th day of September, A.D. 1915, a quorum being present, as the same appears on the records of the Company now in my possession and custody as Assistant Secretary, and that the same is still in full force and effect.

I further certify that at a meeting of the Board of Directors of the said Company, duly called and held on the 28th day of January, A.D. 1936, a quorum being present, the following Officers were duly elected for the ensuing year and are now filling their respective positions.

TIMOTHY J. FALVEY . . . President
WALLACE J. FALVEY . . . First Vice-President
CORNELIUS G. FITZGERALD Vice-President
SAMUEL S. PERRY . . . . Vice-President
JOHN J. FLYNN . . . . . Vice-President
GEORGE W. BERRY . . . . Vice-President
SPENCER WELTON . . . . Vice-President
HERBERT W. HOVEY . . . Vice-President
DONALD FALVEY . . . . . Secretary and Treasurer
GEORGE A. ROBERTSON . . Assistant Secretary & Assistant Treasurer
RICHARD C. DeNORMANDIE Assistant Secretary
EVERETT H. CRITCHETT . Assistant Secretary
FRANK W. CHASE . . . . Assistant Secretary

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said Company at the City of Boston, Massachusetts, this 15th day of September, A.D. 1936

R. C. DeNORMANDIE,
Assistant Secretary.

I hereby approve the form of the within Bond this 3d day of October, 1936.

D. L. AULT, City Attorney
By H. B. DANIEL, Deputy

I hereby approve the within Bond this 3d day of October, 1936.

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 15th day of September, 1936, by and between 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 ALBERT H. DAVIS doing business under the firm name and style of 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:

Magazine and newspaper subscriptions for the period beginning September 1, 1936 and ending August 31, 1937,

all in accordance with the specifications therefor contained in Document No. 299008, on file in the office of the City Clerk of said City, which said document is by reference hereto made a part of this contract as fully as though written out and incorporated into the body hereof.

Said Contractor hereby agrees to furnish and deliver said magazines and newspapers hereinabove described at and for the price of One Thousand Four Hundred Twenty-nine and 90/100 Dollars ($1429.90).

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 undertaken by him to be performed, and the acceptance by the City as hereinaprovided, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Four Hundred Twenty-nine and 90/100 Dollars ($1429.90) as follows:

Upon receipt of such evidence of subscriptions by the City Librarian, and acceptance 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. 64880 of the Council authorizing such execution, and the said Albert H. Davis doing business under the firm name and style of F. W. Faxon Company, 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

ALBERT H. DAVIS
Doing Business under the firm name and style of
F. W. Faxon Company.

I hereby approve the form of the foregoing Contract this 3d day of October, 1936.
D. L. AULT, 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 F. W. Faxon Co., for magazines and newspapers for the Library. Being Document No. 299686.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, Mr. John B. Alioto & Mrs. Alioto are the owners of Property known as Lot 7 Block 66 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3 day of Oct., 1936, by Mr. John B. Alioto & Mrs. Alioto that they will, for and in consideration of the permission granted to remove 12 feet of curbing on Juniper St. street adjacent to the above described property, bind ___to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs they so to do, and comply therewith at there 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 them, 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.

MRS. ROSE ALIOTO, Owner's Name
2316 INDIA ST., Address

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

On this 3 day of Oct., A.D. Nineteen Hundred and thirty six, before me, Frank Buono a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Rose Alioto known to me to be the person described in and whose name as 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.

FRANK BUONO
(SEAL) Notary Public in and for the County of San Diego
My commission expires State of California
March 16, 1939.

RECORDED OCT 14 1936 48 min. past 9 A.M. in Book 575 at page 212 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.
NOLA N. PFAHLER
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 Curb removal agreement from Mrs. Rose Alioto; being Document No. 299801.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, I, C. B. Pollard am the owner of Pt Villa Lot 157 Block__Subdivision___ and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 29 day of Sept., 1936, by C. B. Pollard that I will, for and in consideration of the permission granted me to remove 9 feet of curbing on Mt. View street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself & my 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.

C. B. POLLARD, Owner's Name
3612 Copley Ave., Address

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On this 29 day of September, A.D. Nineteen Hundred and thirty-six, before me, Walter L. Kirby a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. B. Pollard 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.

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

(SEAL)
My commission expires
Apr. 8th, 1939.

RECORDED OCT 14 1936 47 min. past 9 A.M. in Book 574 at Page 297 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.
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 Curb Removal Agreement, from C. B. Pollard; being Document No. 299802.

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

By Helen M. Willig Deputy.

AGREEMENT

WHEREAS, Mary O'Toole is the owner of 3311 Mt. View Drive Lot 11 Block 11 Subdivision Normal Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 30th day of September, 1936, by Mary O'Toole that she will, for and in consideration of the permission granted her to remove 10 feet of curbing on Mt. View Drive adjacent to the above described property, bind herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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 her, 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.

MARY O'TOOLE, Owner's Name
3311 Mt. View Drive, Address

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On this 30 day of September, A.D. Nineteen Hundred and thirty-six, before me, Frank Kimball a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary O'Toole 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.

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

(SEAL)

RECORDED OCT 14 1936 46 min past 9 A.M. in Book 574 at Page 296 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.
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 Curb Removal Agreement from Mary O'Toole; being Document No. 299803.

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

By Helen M. Willig Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 29th day of September, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and R. E. RIESLAND, of Escondido, 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 subleases unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit;

The south half of the northeast quarter of Section 32, Township 12 south, Range 1 east, S.B.B. & M., containing 80 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 five (5) years, commencing on the 1st day of October, 1936, and ending on the 30th day of September, 1941, at a rental of twenty dollars ($20.00) per year, payable semi-annually in equal installments 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 stock grazing and agricultural purposes, and for no other purposes, and Lessee agrees to care for the same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 and when the same shall become payable, as above provided.

(2) That the Lessee will construct an adobe house the size of the existing foundation; and place the reservoir and water system in good operating condition.

(3) That at the expiration of the term of this lease, if the Lessee shall have faithfully performed all the terms, conditions and obligations of this lease, he shall be entitled, at his option, to an extension of said term for an additional period of five (5) years, upon the same terms and conditions as are herein contained, save only that the amount of rental to be paid for such extended term shall be fixed by agreement between the Lessor and the Lessee, and if such agreement cannot be reached then the rental shall be determined by arbitration, the Lessor selecting, one arbitrator, the lessee one arbitrator, and the two so selected shall name a third. If the Lessee shall desire and intend to avail himself of the right herein reserved to such extended term, he shall notify the City in writing thereof at least 60 days prior to the expiration of the five-year term of this lease. The failure of the Lessee so to do shall relieve the Lessor from any obligation to make such extension.

(4) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term or the extension thereof, or the earlier termination of said lease, 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.

(5) That the Lessor reserves all timber, sand, gravel, oil and mineral rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of removing sand, rock and gravel for construction purposes, or for the purpose of exercising said reserved rights.

(6) That the City also reserves the right to make engineering investigations, prosecute work of core drilling, tunnelling, test pits, or any work or construction incidental to the proper determination of dam location and formation of bed rock material, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights. No materials, sand, rock, gravel or timber shall be removed from the property by any one other than the City.

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 City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any 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 City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default.

IN WITNESS WHEREOF, this lease is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 64950 of the Council, authorizing such execution, and the said Lessee has hereunto subscribed his name the day and year in this agreement of lease first above written.

THE CITY OF SAN DIEGO, Lessor.
By R. W. FLACK, City Manager.
R. E. RIESLAND, Lessee.

I hereby approve the form of the foregoing Lease, this 28 day of Sept., 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with R. E. Riesland. Being Document No. 299859.

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, J. R. TOWNSEND COMPANY, 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 FIFTY-NINE DOLLARS ($359.00), 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 16th day of October, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 16th day of October, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City;

1 - two to three ton truck chassis and cab, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 299506.

NOW, THEREFORE, if 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) ATTEST:
P. E. FRESE.

J.R.TOWNSEND COMPANY, INC. Principal
By J.R.TOWNSEND

GREAT AMERICAN INDEMNITY COMPANY, Surety
By: L. DOSTER
By: E.K.JAMES
Attorneys-in-fact.

(SEAL) ATTEST:

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

On this 16th day of October in the year one thousand nine hundred and thirty-six, 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.

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

(SEAL)
My Commission will Expire,
1-12-38.

I HEREBY APPROVE the form of the foregoing bond this ___ day of October, 1936.
D.L.AULT, City Attorney.

I HEREBY APPROVE the foregoing bond this 17th day of October, 1936.
R. W. FLACK, City Manager.

C ON T RA CT

THIS AGREEMENT, made and entered into this 16th day of October, 1936, 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 J.R.TOWNSEND COMPANY, INC., 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:

1 - two to three ton truck chassis and cab, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 299506.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of One Thousand Four Hundred Thirty-five and 32/100 Dollars ($1435.32). 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 material 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 Thirty-five and 32/100 Dollars ($1435.32), as follows:

Upon 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 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 III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have beeen 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 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 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, pursuant to and under Resolution No. 65026 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 COMPANY, INC. Contractor
By J. R. TOWNSEND

(SEAL) ATTEST:
P. E. FRESE

I hereby approve the form of the foregoing Contract this 17 day of October, 1936.
D.L.AULT,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 J.R.Townsend Co. Inc., for one truck chassis. Being Document No. 299876.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By August M. Kadstrom Deputy.

SURRENDER OF LEASE

THIS AGREEMENT, made and entered into this 24th day of September, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes referred to as the City, party of the first part, and H. V. SHARPLES, party of the second part, WITNESSETH:

WHEREAS, under date of October 5, 1930, the City, as lessor, entered into a certain lease with the party of the second part, as lessee, covering certain tidelands owned by the City, which said lease is on file in the office of the City Clerk of said City and bearing Document No. 262927; and

WHEREAS, the General Petroleum Corporation of California desires to lease the same premises from the City upon substantially the same terms and conditions as contained in said lease with the party of the second part, and for a term of years corresponding to the remainder of the term of said lease, in connection with the purchase of certain lands owned by the party of the second part; and

WHEREAS, the City desires to enter into the proposed lease with said Corporation, and said party of the second part also desires that the same be entered into, in order that he may sell certain property owned by him to said Corporation;

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree that the lease hereinabove described is hereby terminated by mutual consent, and that the party of the second part does hereby surrender up to the City all his right, title and interest in, to and under said lease and the premises therein described.

It is further agreed that the party of the second part is hereby released from any and all obligations imposed upon him by the terms and conditions of said lease, save and except the obligation to pay any and all rentals due from and unpaid by him to the first day of September, 1936, which said rentals the party of the second part does hereby expressly agree to pay, or cause to be paid, to the City prior to the closing of that certain escrow heretofore opened and now pending in the Union Title Insurance Company of San Diego, between the General Petroleum Corporation and the party of the second part, wherein the said Corporation is purchasing from the party of the second part certain lands contiguous to the premises described in said lease.

IN WITNESS WHEREOF, the City of San Diego has caused this instrument to be executed by a majority of the members of the Harbor Commission, thereunto duly authorized, and the party of the second part has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. H. VanDEMAN
EMIL KLICKA
Members of the Harbor Commission of the City of San Diego, California.

H. V. SHARPLES

ACKNOWLEDGMENT OF MAKER: I Hereby Certify that, on the 24th day of September, 1936, at Vancouver, in the Province of British Columbia, HENRY VICTOR SHARPLES, who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver in the Province of British Columbia, this 24th day of September in the year of our Lord one thousand nine hundred and thirty-six.

M. C. HENDERSON
(SEAL) A Notary Public in and for the Province of British Columbia.

I hereby approve the form of the foregoing Surrender of Lease this 22d day of September, 1936.

D. L. AULT, 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 Surrender of Lease by H. V. Sharples. Being Document No. 299886.

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 29th day of September, 1936, 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 GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a corporation, hereinafter designated as the 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, more particularly described as follows, to-wit:

Beginning at the intersection of the southeasterly line of Vine Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by Superior Court Action numbered 35473; thence south 43° 43' 30" west along the southwesterly prolongation of the southeasterly line of Vine Street a distance of 64.07 feet to a point on a curve concave to the southwest, the center of which bears south 44° 39' 29" west and having a radius of 3650 feet; thence southeasterly along the arc of said curve a distance of 200 feet to a point; thence north 43° 43' 30" east a distance of 95.73 feet to a point on the said mean high tide line of the Bay of San Diego; thence northwesterly along the said mean high tide line to the point or place of beginning, containing 16,165 square feet, or 0.371 acres, of land.

The lands hereinabove described being shown on the map or plat attached hereto, marked Exhibit "A", and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of years ending on the 28th day of September, 1951, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, at the rate of four (4) cents per square foot per year;

For the second five-year portion of said term, at the rate of five (5) cents per square foot per year;

For the third and final five-year portion of said term, at the rate of six (6) cents 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.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the lessee herein mentioned, without the consent of the Harbor Commission, evidenced by resolution duly adopted; provided, further, that said lessee will remain as fully obligated to the lessor as if this consent to sublease did not exist.

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 if and when the leased property shall become needed for public use, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such amendment, change or modification.

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

(1) That the demised premises shall be used only for the purpose of erecting, constructing, conducting and maintaining thereon an automobile and gasoline and oil service station, which may include dealing in tires, batteries and other goods, wared and merchandise ordinarily handled by the service stations of the lessee; together with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such business or businesses.

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

(3) Prior to the expiration of the term of this lease the lessee may remove, and within thirty (30) days from the termination or cancellation of this lease shall remove, any and all structures and equipment, whether affixed to the soil or not, erected or placed by the lessee upon said premises, at its own cost and expense, but if the same are not so removed they shall become the property of the lessor without cost.

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

(5) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring it to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(6) That the lessee, upon the payment of the first installment of rent, as herein provided, and the execution of this lease, shall be placed in possession, and upon the faithful and timely performing and observing of all the covenants and conditions herein contained the lessee may peaceably hold and enjoy the said premises during the said term without any interruption by the lessor, subject to the terms of this lease.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of 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 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
EMIL KLICKA
Members of the Harbor Commission of the City of San Diego.

GENERAL PETROLEUM CORPORATION OF CALIFORNIA, Lessee
By A. H. DE FRIEST, Vice-President.

(SEAL) ATTEST:
J. W. WOODS, Secretary.

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

On this 9th day of October, A.D. 1936, before me, B. M. Andersen, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared A. H. DE Friest known to me to be the Vice-President, and D. W. Woods known to me to be the Secretary of the GENERAL PETROLEUM CORPORATION OF CALIFORNIA, 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.

B. M. ANDERSEN
Notary Public in and for said County and State.

(SEAL)
My Commission Expires,
August 1, 1939.

I hereby approve the form of the foregoing Lease, this 22 day of Sept., 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with General Petroleum Corp. of Calif. Being Document No. 299887.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Wadstrom Deputy.

AGREEMENT

WHEREAS, Jerauld Ingle and Sadie Parker Ingle, as Trustees under the will of Heber Ingle, Deceased, are the owners of all that real property described as follows: Lots G & H Block 55 Subdivision Horton's Addition in the City of San Diego, County of San Diego, State of California and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Counci; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of October, 1936, by Jerauld Ingle and Sadie Parker Ingle, as Trustees under the will of Heber Ingle that they will, for and in consideration of the permission granted them, to remove 33 feet of curbing on 12th St. street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 them, 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.

JERAULD INGLE
SADIE PARKER INGLE
As Trustees under will of Heber Ingle
Owner's Name
426 "B" St., San Diego, Calif.
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 21st day of October, A.D. Nineteen Hundred and Thirty-six, before me, R. S. Lacey a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jerauld Ingle and Sadie Parker Ingle, as Trustees under will of Heber Ingle known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

R. S. LACEY
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED OCT 23 1936 12 min past 9 A.M. in Book 588 at Page 6 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.
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 Curb Removal Agreement, from Jerauld Ingle and Sadie Parker Ingle, as Trustees under will of Heber Ingle; being Document No. 299940.

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

AGREEMENT

WHEREAS, Jerauld Ingle and Sadie Parker Ingle, as Trustees under the will of Heber Ingle, Deceased, are the owners of all that real property described as follows:

Lots G & H Block 55 Subdivision Horton's Addition in the City of San Diego, County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of October, 1936, by Jerauld Ingle and Sadie Parker Ingle, as Trustees under the will of Heber Ingle that they will, for and in consideration of the permission granted them to remove 45 feet of curbing on F St. street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 them, 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.

JERAULD INGLE
SADIE PARKER INGLE
As Trustees Under will of Heber Ingle
Owner's Name
426 "B" Street, San Diego, Calif.
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 21st day of October, A.D. Nineteen Hundred and Thirty-six, before me, R. S. Lacey a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jerauld Ingle and Sadie Parker Ingle, as Trustees under will of Heber Ingle, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

R. S. LACEY
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED OCT 23 1936 36 min past 9 A.M. in Book 588 at Page 7 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.
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 Curb Removal Agreement, frim Jerald Ingle and Sadie Parker Ingle, as Trustees under will of Heber Ingle; being Document No. 299941.

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

By August M. Hadstrom 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 THIRTY-FIVE DOLLARS ($435.00), 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, 1936.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon POINT LOMA AVENUE, ADAIR STREET, TIVOLI STREET, GRANGER STREET, OSPREY STREET, ALHAMBRA STREET, TERRACE STREET, VALENCIA DRIVE, LA PALOMA STREET, VARONA STREET, SANTA BARBARA STREET, NOVARA STREET, EBERS STREET, FROUDE STREET, GUIZOT STREET, CORNISH DRIVE, TRIESTE DRIVE, ALEXANDRIA DRIVE, MOANA DRIVE, TARENTO DRIVE, SAVOY STREET, CATALINA BOULEVARD, SORRENTO DRIVE, BARCELONA DRIVE, CALAVERAS DRIVE, PIEDMONT DRIVE, HILL STREET, MARSEILLES STREET, MONACO STREET, BRINDISI STREET, ALGECIRAS STREET, CARMELO STREET, CASITAS STREET, LADERA STREET, SUNSET CLIFFS BOULEVARD, CORDOVA STREET and DEVONSHIRE DRIVE, within the limits and as particularly described in Resolution of Intention No. 64577, adopted by the Council June 30, 1936, 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: By W. F. RABER
J. A. CANNON, Secretary

THE AETNA CASUALTY AND SURETY COMPANY, Surety
(SEAL) By PAUL WOLCOTT, Resident Vice-President
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 19th day of October, in the year nineteen hundred thirty six, 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 22nd day of October, 1936.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 64951 passed and adopted on the 29th day of September, 1936, require and fix the sum of $435.00 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
SUNSET CLIFFS LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 27th day of October, 1936, 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 NovaraStreet;
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, 1936, to-wit: to and including September 30, 1937.

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 8, 1936 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 Forty Dollars ($1740.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund."

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 Forty Dollars ($1740.00) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Seven Hundred Forty Dollars ($1740.00).

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
THE CITY OF SAN DIEGO
By RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 22nd day of October, 1936.
D. L. AULT, 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 for Sunset Cliffs Lighting District No. 1; being Document No. 299948.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, F. H. SCHNEIDER and GRACE ETTA SCHNEIDER are the owners of Lots No. 27-28-29-30 Block 106 Subdivision University Heights, City of San Diego, County of San Diego, State of California and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Counci; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of Oct., 1936, by F. H. Schneider and Grace Etta Schneider that they will, for and in consideration of the permission granted them to remove seven feet of curbing on El Cajon Ave. street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on us, our 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.

F. H. SCHNEIDER
Owner's Name
By Mrs. F. H. SCHNEIDER
GRACE ETTA SCHNEIDER

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 26 day of October, A.D. Nineteen Hundred and thirty six, before me, H. L. Pfaff a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Grace Etta Schneider 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)
H. L. PFAFF
Notary Public in and for the County of San Diego, State of California.

RECORDED OCT 29 1936 31 min past 9 A.M. in Book 579 at page 318 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 Curb Removal Agreement from F. H. Schneider, et ux.; being Document No. 300027.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadstrom Deputy.

AGREEMENT

WHEREAS, O. J. Wilmarth is the owner of 4492 Winona St., Lots 1 & 2 Block "J" Subdivision Montecello, EXCEPT the West 42 ft. thereof, City of San Diego, County of San Diego, State of California, according to map thereof No. 1154, and filed in the office of the County Recorder 12/2/1908, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 13th day of October, 1936, by O. J. Wilmarth that I will, for and in consideration of the permission granted me to remove 7 feet of curbing on Monroe St. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

O. J. WILMARTH, Owner's Name
4168 - 45 St., Address

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 13th day of October, A.D. Nineteen Hundred and Thirty-six, before me, Jeanette Krumm a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. J. Wilmarth, a widower 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)
My commission expires May 19, 1939.

RECORDED OCT 29 1936 31 min past 9 A.M. in Book 579 at page 319 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 Curb Removal Agreement from O. J. Wilmarth; being Document No. 300023.

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 29th day of October, 1936, by and between THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, acting by and through its Council, and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through its Board of Supervisors, parties of the first part, hereinafter sometimes referred to as the "Owner," and B.O.LARSEN, party of the second part, hereinafter sometimes designated as the "Contractor," WITNESSETH:

ARTICLE I.

That for and in consideration of the covenants and agreements hereinafter contained upon the part of the "Owner," and the sums of money hereinafter designated to be paid to the Contractor by the Owner, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the "Owner," 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 heretofore awarded to the Contractor and hereinafter specified, and to build, erect, construct, complete and install a City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, in the County of San Diego, State of California, to the extent contemplated by the work awarded to the Contractor as hereinafter specified, 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 14th day of September, 1936, which said specifications are marked Document No. 299396, and endorsed: "Contract Documents with Specifications for City and County Administration Building - Civic Center - San Diego, California, W.P.A. Project No. 1228," and which said plans are marked Document No. 299280, and endorsed: "Civic Center Administration Building Plans - Revised;" said plans consisting of 91 sheets and said specifications consisting of 369 sheets. True copies of the Notice Inviting Bids, Proposal of Contractor, 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; likewise said plans are by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

The work heretofore awarded to the Contractor and covered by this contract, and the prices to be paid therefor, pursuant to the bids contained in the Contractor's Proposal on file in the office of the City Clerk of the City of San Diego, bearing Document No. 299757, are as follows:

Basic Bid,	$ 449,900.00
Bid #2 - Roughing-in Plumbing and Drainage,	24,000.00
Bid #3-A-Wrought Iron Pipe,	569.00
Bid #3-B-Standard Cast Iron Pipe,	1,000.00
Bid #4 - Roughing-in Heating and Ventilating,	23,000.00
Bid #6 - Roughing-in Electrical Works,	16,000.00
Bid #8 - Elevators Nos. 1 & 2,	43,000.00
Bid #16- Minus Item Bid #16-A, Plus 16-B,	30,800.00
Bid #17- Marble Work,	14,000.00
Bid #23- Incinerator,	800.00
Bid #26- Basement Floor Slab,	13,000.00
Bid #27--Steps,	15,500.00

Bid #28- Vault Ventilators,		500.00
		$632,069.00
Deductions:		
Account Bid #1-A,	$3,000.00	
Account Bid 13-A,	2,000:00	5,000.00
		$627,069.00

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, in so far as the same relate to, apply to or cover the work to be done hereunder, as the same may be interpreted by the Architects named in said specifications in charge of the work, subject to the approval of the Council of the City of San Diego and the Board of Supervisors of the County of San Diego.

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 "Owner" is concerned. All rights of action, however, for any breach of this contract are reserved to said "Owner."

ARTICLE V.

The Contractor shall keep harmless and indemnify The City of San Diego and the County 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 said City and/or said County, 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 Section 653c of the Penal Code of the State of California; and that the Contractor shall forfeit as a penalty to the City of San Diego and to the County of San Diego Ten Dollars ($10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the Penal Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of the Public Works Alien Employment Act of the State of California (Stats. of 1931, Ch. 398); and that the Contractor shall forfeit as a penalty to said City and said County 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 other than citizens of the City and/or the County of San Diego shall be employed on the construction work contemplated by this contract, save and except the supervising staff of the Contractor; provided, however, that in case of a scarcity of local labor of any class necessary to the proper completion of the work, the matter of employing outside labor to make up such deficiency shall be determined by the arbitration committee provided for in the specifications.

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 (Stats. of 1931, Ch. 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 said City and said County 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	Hourly Wage Rate
Asbestos Workers	$ 10.00	$ 1.25
Auto Mechanic	6.00	.75
Bricklayer	10.00	1.25
Bricklayer's Hod Carrier	7.00	.87-1/2
Blacksmith	6.00	.75
Blademan	6.00	.75
Blackfill Machine Operator	6.00	.75
Bulldozer Operator	6.00	.75
Carpenter (Rough and Finish)	8.00	1.00
Carpet and Linoleum Worker	8.00	1.00
Composition Floor Finisher	10.00	1.25
Cement Finishers	8.00	1.00
Caulkers	6.50	.82-1/2
Clerks	6.00	.75
Compressor Operator	6.00	.75
Concrete Mixerman	7.60	.95
Concrete Spreaders	5.00	.62-1/2
Concrete Tampers	5.00	.62-1/2
Cooks (1st Cook)	6.00	.75
Cooks (2nd Cook)	4.80	.60
Crane Operator	9.00	1.12-1/2
Cast Iron Worker	9.00	1.12-1/2
Drillers	7.00	.87-1/2
Drill Sharpeners	6.00	.75
Electrical Workers	10.00	1.25
Elevator Constructor	10.20	1.27-1/2

Elevator Constructor's Helper	7.14	.89-1/4
Engineers - hoisting, portable, quarries, tractors over 50 H.P., rollers, mixers,	9.00	1.12-1/2
Asphalt plants, stone derricks	9.00	1.12-1/2
Engineers - bridge and structural	10.00	1.25
Engineers - Pile driver, derrick, barges, cableways	10.00	1.25
Engineers' firemen and apprentices	7.00	.87-1/2
Flunkey	4.00	.50
Glass Workers	8.00	1.00
Granite Setters	12.00	1.50
Granite Cutters	9.50	1.18-3/4
Gunite Mixermen	6.00	.75
Gunite Nozzelmen	10.00	1.25
Gunite Gunman	7.00	.87-1/2
Gunite Rodmen	10.00	1.25
Gunite Groundman (wire)	10.00	1.25
Gunite Reboundman	5.00	.62-1/2
Hardwood Floorman	8.00	1.00
House Movers	8.00	1.00
Housesmith architectural iron	9.00	1.12-1/2
Housesmith reinforced concrete	8.00	1.00
Ironworkers, bridge, structural, riggers and machinery movers	9.00	1.12-1/2
Laborers, building and common	5.00	.62-1/2
Laborers, cement	5.00	.62-1/2
Lathers	10.00	1.25
Marble workers	10.00	1.25
Marble workers helpers	6.00	.75
Millmen - planing mill department	8.00	1.00
Millmen - sash and door	7.00	.87-1/2
Millwrights	9.00	1.12-1/2
Model casters	9.00	1.12-1/2
Model makers	10.00	1.25
Model sculptors	14.00	1.75
Mosaic and terrazzo workers	10.00	1.25
Mosaic and terrazzo workers' helper	5.60	.68-3/4
Materialmen	6.00	.75
Painters	8.00	1.00
Pile drivers and wharf builders	9.00	1.12-1/2
Plasterers	10.00	1.25
Plasters' hod carriers	8.80	1.10
Plumbers	10.00	1.25
Powderman	6.00	.75
Pumpman	6.00	.75
Roofers, foremen	8.00	1.00
Roofers, journeymen	7.00	.87-1/2
Roofers, kettlemen	5.30	.66-2/3
Reinforcing steel workers (placers and tiers)	8.00	1.00
Road Grader Operators	6.00	.75
Sheet Metal Worker	8.00	1.00
Shovel and dragline operators (less than 1 yd. $1.00 hr.)	10.00	1.25
Shovel Operators - underground	11.00	1.37-1/2
Shovel cranesman - underground	9.50	1.18-3/4
Shovel fireman and watchman	7.00	.87-1/2
Shovel Oiler	6.00	.75
Sprinkler Fitters	10.00	1.25
Steam Fitter	10.00	1.25
Stone Setters	12.00	1.50
Stone cutter	9.00	1.12-1/2
Stone derrickman	9.00	1.12-1/2
Tile setters	10.00	1.25
Tile setters' helper	6.00	.75
Teamsters	5.00	.62-1/2
Tractor Operators - under 50 H.P.	6.00	.75
Timekeepers	6.00	.75
Trenching Machine Operators	10.00	1.25
Truck Driver - under 15,500 pounds	5.44	.68
Truck Driver - over 15,500 pounds	6.00	.75
Watchman	5.00	.62-1/2
Welders	8.00	1.00
Skilled labor not herein enumerated	8.00	1.00

Legal holidays, including Sundays and Saturdays where crafts work a five-day work week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

The maximum hours of work for manual labor shall be 160 hours per month, and the maximum hours of work for clerical and other non-manual employees shall be 40 hours per week.

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 Charter of the County of San Dieto, or the general laws in effect in said City and in said County, shall said City or said County, 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 and by a majority of the Board of Supervisors of the County of San Diego, under and pursuant to resolution authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

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

THE COUNTY OF SAN DIEGO,
By EDGAR F. HASTINGS
T. LeROY RICHARDS
RAY TRUSSELL
HARVEY D. HICKS
B. A. SWEET
Board of Supervisors

(SEAL) ATTEST:
J. B. McLEES, County Clerk
By C. BUCKLEY, Deputy.

ATTEST: CHARLES C. CROUCH

B. O. LARSEN, Contractor

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

I hereby approve the form of the foregoing contract, this 28th day of October, 1936.
D. L. AULT
City Attorney of the City of San Diego.
By H. B. DANIEL
Assistant City Attorney.

I hereby approve the form of the foregoing contract, this 29th day of October, 1936.
THOMAS WHELAN
District Attorney of the City of San Diego.
By E. I. KENDALL
Deputy District Attorney.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the Council of the City of San Diego, by Resolution No. 65056, passed October 20th, 1936, and the Board of Supervisors of the County of San Diego, by Resolution passed October 16th, 1936, awarded to B. O. LARSEN Hereinafter designated as the "Principal," a Contract for constructing a City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in The City of San Diego, California; and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal, and Maryland Casualty Company, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, hereinafter called the "City," and unto THE COUNTY OF SAN DIEGO, hereinafter called the "County," in the penal sum of Six Hundred Twenty-Seven Thousand and Sixty-Nine and no/100 Dollars ($627,069.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless The City of San Diego and the County of San Diego, their officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their seals this 27th day of October, 1936, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: CHARLES C. CROUCH

B. O. LARSEN, Principal.

(SEAL)

MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, 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 27th day of October, 1936, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
C. T. NEILL
(SEAL) Notary Public, in and for said County and State.

I hereby approve the form of the within Bond this 28th day of October, 1936.
D. L. AULT
City Attorney of the City of San Diego, California.
By H. B. DANIEL
Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 29th day of October, 1936.

P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

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

I hereby approve the form of the within Bond this 29th day of October, 1936.
THOMAS WHELAN
District Attorney of the County of San Diego, California.
By E. J. KENDALL
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego, this 2nd day of November, 1936.

EDGAR F. HASTINGS
T. LeROY RICHARDS
RAY TRUSSELL
HARVEY D. HICKS
B. A. SWEET
Board of Supervisors.

(SEAL) ATTEST:
J. B. McLEES, County Clerk
By C. BUCKLEY, Deputy.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, the Council of the City of San Diego, State of California, by Resolution No. 65056, passed October 20th, 1936, and the Board of Supervisors of the County of San Diego, State of California, by Resolution passed October 16th, 1936, have awarded to B. O. LARSEN hereinafter designated as the "Principal", a Contract for constructing a City and County Administration Building on the Civic Center Site on the tidelands between Ash Street and Grape Street, in the City of San Diego, California; and

WHEREAS, said Principal is required to furnish a Bond in connection with said Contract, providing that if said Principal, or any of his or its sub-contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams 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 Surety on this Bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, We, the Principal, and Maryland Casualty Company as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, hereinafter called the "City," and unto THE COUNTY OF SAN DIEGO, hereinafter called the "County", in the penal sum of Three Hundred Thirteen Thousand Five Hundred and Thirty-five and no/100 Dollars ($313,535.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams or implements or machinery or power for or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 27th day of October, 1936, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: CHARLES C. CROUCH

B. O. LARSEN, Principal.

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

(SEAL)

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

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

On this 27th day of October, 1936, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as Attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

C. T. NEILL
Notary Public, in and for said County and State.

(SEAL)

I hereby approve the form of the within Bond this 28th day of October, 1936.
D. L. AULT
City Attorney of the City of San Diego, California
By H. B. DANIEL
Assistant City Attorney.

Approved by a majority of the members of the Council of the City of San Diego this 29th day of October, 1936.

P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

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

I hereby approve the form of the within Bond this 29th day of October, 1936.
THOMAS WHELAN
District Attorney of the County of San Diego, California
By E. I. KENDALL
Deputy District Attorney.

Approved by a majority of the Board of Supervisors of the County of San Diego, this 2nd day of November, 1936.

EDGAR F. HASTINGS
T. LeROY RICHARDS
RAY TRUSSELL
HARVEY D. HICKS
B. A. SWEET
Board of Supervisors.

(SEAL) ATTEST:
J. B. McLEES, County Clerk
By C. BUCKLEY, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between B. O. Larsen, Contractor and the City of San Diego, California for a joint City and County Administrative Building. Being Document No. 299943.

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

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of November, 1936, 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 and referred to as the "City," and SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a California corporation, party of the second part, hereinafter sometimes designated and referred to as the "Company," WITNESSETH:

THAT WHEREAS, the Council of said City on or about November 22, 1920, duly and regularly passed and adopted its Ordinance No. 8183, granting to the Company, its successors and assigns, the franchise, right, privilege and permission to use the streets, alleys, highways and public places of said City for the transmission and distribution of gas and electricity for heat and power purposes, for the period and upon the terms and conditions set forth in said ordinance; and thereafter, to-wit, on or about December 21, 1931, People's Ordinance No. 13392-b was regularly adopted; and

WHEREAS, a controversy has arisen between the City and the Company as to the amount of franchise rentals required to be paid to the City by the Company under said Ordinance No. 8183 and People's Ordinance No. 13392-b, the City contending that two per centum of the total gross receipts derived from heat and power sales, whether gas or electricity, should be paid, and the Company contending that material deductions from said total gross receipts should be made on account of facilities and uses other than contemplated in said franchise ordinance contributing to said total gross receipts; and

WHEREAS, it is desirable finally to determine said controversy as to payments already made under said ordinances, and to avoid impending litigation relative thereto, and also to agree upon a basis of computing payments for the future;

NOW, THEREFORE, in consideration of the premises; in compromise and settlement of said impending litigation between the parties hereto; and in further consideration of the express waiver and relinquishment by said City, hereby made, of any and all claim or right which it may or might have or assert to additional payments on account of further rental obligations under that certain franchise granted by Ordinance No. 8183 of the ordinances of said City, and by People's Ordinance No. 13392-b, affecting any year or years prior to January 1, 1936, said Company hereby covenants and agrees with said City that it will pay said franchise rentals, and the City agrees to accept said payments in full satisfaction of its claim for such rentals, from and after January 1, 1936, at the times stated in said ordinances, computed as follows:

A. Two per centum of the total annual gross receipts of the Company from the sale of gas and electrical energy to its consumers for consumption within the corporate limits of the City for heat and power purposes, which heat and power purposes shall be determined as follows:

(a) Gross receipts from the sale of electrical energy for consumption within the corporate limits of the City under the following schedules and contracts on file with the promulgated or approved by the California Railroad Commission, also any schedules, tariffs or contracts which in the future may supplant or add to them and be employed to cover the character of services now furnished thereunder, shall be deemed to be solely for heat and power purposes;

(1) Schedule C-3
Battery charging, Electric Heating and Cooking.
(2) Schedule P-1
General Power Service.
(3) Schedule P-2
Wholesale Power Service.
(4) Schedule P-3
Agricultural Power Service.
(5) Schedule P-4
Direct Current Power Service.
(6) Schedule P-5
Standby Auxiliary Service in cases where standby service is rendered for Heat or Power.
(7) Schedule P-6
Wireless Telegraph Service.
(8) Consolidated Aircraft Corporation - As to electrical energy in excess of 100 kilowatt hours per horse power of demand in each month.

(9) The City of San Diego Power Contract.

The treatment in the future of gross receipts from the sale of electrical energy pursuant to a service not rendered or offered at the time of the execution of this agreement shall be determined by negotiation or arbitration in the manner provided in sub-paragraph (b), page 3 of this agreement.

(b) Gross receipts from the sale of electrical energy under Schedules D-1 and C-1, domestic and residential lighting consumers, arising out of the sale of the first thirty-five (35) kilowatt hours of electrical energy passing through the meter of each such domestic and residential consumer within the corporate limits of the City in any one month shall be deemed to be for lighting purposes and not for heat and power purposes, and nothing shall be paid thereon; gross receipts from the sale of electrical energy in excess of such thirty-five (35) kilowatt hours per month to domestic and residential consumers under said lighting schedule shall be deemed to be for heat and power purposes, and two per cent shall be paid thereon.

On January 1, 1939, and thereafter from time to time at intervals of three years, should either the City or the Company be of the opinion and belief that the above segregation of electrical energy sold under said Schedules D-1 and C-1 does not then fairly and reasonably reflect the respective amounts of electrical energy sold for lighting purposes and for heat and power purposes, then either party, at its sole option may, by written request to the other, institute negotiations for the purpose of determining under the then existing conditions the just and reasonable amount of electrical energy and the receipts therefrom properly assignable to lighting uses and to heat and power uses for the next ensuing three-year period. Such negotiations shall be limited solely to the consideration of such segregation, and no other portion, factor, element or provision of this agreement shall be re-opened or reconsidered.

In the event the City and the Company are unable, through such negotiations to determine within a period of sixty (60) days from the date of the receipt of the above-mentioned written request, such fair and reasonable segregation, or in the event either party refuses to enter into such negotiations, then it is hereby agreed that said matter shall be submitted to a board of three (3) arbitrators, one arbitrator to be selected by the City, one arbitrator to be selected by the Company, and the two so selected shall appoint a third, all within a period of ten (10) days from the time of such submission to arbitration. If the selection of the third arbitrator cannot be agreed upon within said period of ten (10) days, then upon application in writing of either the City or the Company to the Railroad Commission of the State of California, which said application must be made within a further period of ten (10) days, and shall state facts showing the inability of the two arbitrators theretofore selected to agree upon a third arbitrator, said Commission shall thereupon be empowered to select or appoint a third arbitrator. Said board of arbitrators shall be empowered to and limited to (except as hereinafter specifically provided), a consideration and determination of the number of kilowatt hours of electrical energy passing through the meters of domestic or residential lighting consumers within the corporate limits of The City of San Diego in any one month, which fairly and reasonably reflects the amount of electrical energy used for lighting purposes. The decision of this matter by a majority of the board of arbitrators, together with the decision of any other matter which under the terms of this agreement is expressly referable to such board, shall be binding and conclusive upon both parties hereto for a period of three (3) years from and after the date of receipt of written request for negotiations, and no appeal to any court shall be taken, nor shall any application be made for a review thereof to any court. It is the intent and purpose of this provision irrevocably to waive, and each party hereto does hereby irrevocably waive, any and all rights which it might otherwise have to proceed under the provisions of Sections 1283 to 1293, both inclusive, of the California Code of Civil Procedure, saving and excepting the right upon the failure or refusal of either party to appoint an arbitrator as herein provided, to proceed under the provisions of Section 1282 of said Code of Civil Procedure.

Upon the selection of the three arbitrators in the manner aforementioned, all meetings of said arbitrators shall be held in the City of San Diego, State of California, and all three arbitrators shall be present. Either or both of the aforementioned requirements may be varied by the express written agreement signed by the City and the Company.

The manner of conducting said hearing, that is, the receiving of testimony or the examination of documents, etc., shall be subject to the discretion of the three arbitrators. Any award by said arbitrators as to matters expressly submitted to them shall be in writing, and signed by each of said arbitrators. Said award shall become effective within five (5) days from the date of rendering, and shall be served within said period by delivering a copy thereof to the City Clerk of the City of San Diego and to an officer of the Company.

The City and the Company shall each bear the expenses or charges incurred by reason of the selection of their respective arbitrators, and in addition thereto shall bear one-half of the expenses or charges incurred by reason of the selection of the third arbitrator, as hereinabove provided.

If at any time the Company shall sell electrical energy or gas pursuant to a type of service not at the present time offered or supplied, the determination of the question of what proportion of the gross receipts therefrom, that is to say, whether all or a part or none of the gross receipts, shall be included in sub-paragraph (b) of this agreement shall be made by resort to the method of negotiation and arbitration provided in this sub-paragraph.

(c) Gross receipts from the sale of electrical energy supplied and furnished to the San Diego Electric Railway Company shall be deemed not to be for heat and power purposes when such electrical energy is supplied to the said railway company at the point of generation of such electric energy, and where no use is made of the streets, alleys, highways or public places of the City by the Company in the delivery of such electrical energy.

(d) Gross receipts from the sale of gas to consumers other than the Company, within the corporate limits of the City, shall all be deemed to be for heat and power purposes, and two per cent shall be paid thereon.

(e) The foregoing segregations and interpretations as to what constitutes heat and power purposes are solely for the purposes of this agreement, and shall not be binding upon either the City or the Company in any other matter or thing whatsoever.

B. This agreement shall remain in full force and effect so long as, and only so long as, said franchise remains in full force and effect and said franchise ordinances are not changed so as to require the payment of any franchise rentals in excess of those required therein at the present time.

C. Neither this agreement nor the actions of either the City or the Company pursuant thereto, nor the method herein agreed upon for computing the franchise rentals to be paid shall in any way be used for the purpose of placing an interpretation or construction upon any of the provisions of said franchise ordinances.

IN WITNESS WHEREOF, The City of San Diego, acting by and through the City Manager of said City, thereunto duly authorized by Resolution No. 65124, has caused the name of said City to be hereunto affixed, and said San Diego Consolidated Gas and Electric Company, a California corporation, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

This agreement is executed in two parts, each one of which shall be deemed to be an original.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

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

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY
By W. F. RABER, Pres.

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

I hereby approve the form of the foregoing Agreement this 10th day of November, 1936.
D. L. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Consolidated Gas & Electric Company, regarding Franchise Payments; being Document No. 300176.

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, WESTERN METAL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE HARTFORD ACCIDENT & INDEMNITY COMPANY, A CORPORATION, a corporation organized and existing under and by virtue of the laws 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, 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 November, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 18th day of November, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

3000 - lineal feet of 10 foot width chain link wire fabric, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 299883.

NOW, THEREFORE, if 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) ATTEST:
W. C. SHAW, Secy.

WESTERN METAL SUPPLY COMPANY, Principal
By B. B. STARKE, Pres.

HARTFORD ACCIDENT & INDEMNITY COMPANY, A CORPORATION
Surety
By L. W. BARNEY, Attorney-in-fact.

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

On this 18th day of November, before me, Marston Burnham, in the year one thousand nine hundred and thirty-six, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. W. BARNEY known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT and INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said L. W. BARNEY duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

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

(SEAL)
My Commission Expires
April 27, 1938.

I HEREBY APPROVE the form of the foregoing bond this 20th day of November, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 20th day of November, 1936.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 18th day of November, 1936, 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 WESTERN METAL SUPPLY COMPANY, 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:

3000 - lineal feet of 10 foot width chain link wire fabric, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 299883.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of One Thousand Two Hundred Fifty-eight and 20/100 Dollars ($1258.20) 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 material 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 Two Hundred Fifty-eight and 20/100 Dollars ($1258.20), as follows:

Upon 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 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 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 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 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 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, pursuant to and under Resolution No. 65126 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
WESTERN METAL SUPPLY COMPANY, Contractor
By B. B. STARKE, Pres.

(SEAL) ATTEST:
W. C. SHAW, Sec'y

I HEREBY APPROVE the form the foregoing Contract this 20th day of November, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Company, for Chain Link Wire Fabric; being Document No. 300325.
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 DOLLARS ($50.00), 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 November, 1936.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon VOLTAIRE STREET, between Clove Street and Plum Street; WHITTIER STREET, between Clove Street and Locust Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; EDITH LANE, for its entire length; PLUM STREET, between Udal Street and Yonge Street; and WILLOW STREET, between Voltaire Street and Whittier Street, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 18th day of November, in the year nineteen hundred thirty-six, 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 20th day of November, 1936.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 65043 passed and adopted on the 20th day of October, 1936, require and fix the sum of $50.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
ROSEVILLE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 24th day of November, 1936, 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 energy shall be for a period of one year from and including October 15, 1936, to-wit, to and including October 14, 1937.

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 July 30, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Hundred Ninety-seven and 40/100 Dollars ($197.40) 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 "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 One Hundred Ninety-seven and 40/100 Dollars ($197.40) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Hundred Ninety-seven and 40/100 Dollars ($197.40).

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
By W. F. RABER

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

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 20 day of November, 1936.
D. L. AULT, 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 for Roseville Lighting District No. 1; being Document No. 300327.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Gradstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of Sept., 1936, 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 AMERICAN PRODUCTS, INC., 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, particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead Line of the Bay of San Diego, as said Bulkhead Line is now established, distant 1526.93 feet northwesterly from Bulkhead Station 183; thence at right angles to the said Bulkhead Line northeasterly a distance of 125 feet to a point; thence north 70° 50' east a distance of 53.75 feet to the true point or place of beginning; thence continuing north 70° 50' east a distance of 347.77 feet to a point, said point being the most westerly corner of tideland area leased to the National Iron Works; thence south 19° 10' east a distance of 270 feet to a point, said point being the most southerly corner of tideland area leased to the National Iron Works; thence south 70° 50' west a distance of 179.18 feet to the point of tangency of a 100 foot radius curve concave to the north; thence easterly along the arc of said curve to its point of tangency with a line parallel to and distant 125 feet northeasterly from the said U. S. Bulkhead Line; thence northwesterly on a line parallel to and distant 125 feet northeasterly from the said U. S. Bulkhead line a distance of 207.65 feet to the point of tangency of a 30 foot radius curve concave to the east; thence northerly along the arc of said curve a distance of 63.70 feet to the true point or place of beginning, containing 84,780 square feet, or 1.946 acres, of land.

The lands hereinabove described being shown on the map or 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 lessee for a period of fifteen (15) years beginning on the 1st day of September, 1936, and ending on the 30th day of September, 1951, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of the term of said lease, at the rate of one cent (1¢) per square foot per year;

For the second five (5) year period of said term, at the rate of two cents (2¢) per square foot per year;

For the last five (5) year period of said term, at the rate of four cents (4¢) 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 purpose of conducting and maintaining thereon the business of selling lumber and allied construction materials at wholesale. The lessee shall have the right to construct an office and warehouse, and such other building or buildings as may be necessary or convenient for conducting and carrying on said business.

(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) That said City reserves the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general 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; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(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 the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall 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 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.

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.
AMERICAN PRODUCTS, INC., Lessee
By KNUTE RINDE, Sec'y-Treas.

I hereby approve the form of the foregoing Lease, this 27th day of September, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with American Products, Inc. (except Resolution of the City Council authorizing same); being Document No. 300341.

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 5 day of October, 1936, 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 thereof, party of the first part, hereinafter sometimes referred to as the "Owner," and CHARLES QUAYLE and EDWARD QUAYLE, doing business as co-partners under the firm name of QUAYLE BROTHERS, and A. O. TREGANZA, parties of the second part, hereinafter sometimes referred to as the "Architects," WITNESSETH:

WHEREAS, the "Owner" desires to have prepared as speedily as possible complete working plans, studies, drawings and specifications for the construction of Police Headquarters, a City Jail and City Police Court, in The City of San Diego, on the site determined by and described in Ordinance No. 993 (New Series) of the ordinances of said City, passed and adopted by the Council of said City on the 22nd day of September, 1936, and desire to employ said "Architects" for the purpose and upon the terms and conditions hereinafter recited, and said "Architects" desire to accept said employment;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, things and matters hereinafter recited, the parties hereto do hereby agree together as follows:

(1) The "Architects" undertake and agree to prepare and deliver to the "Owner," within a period of not to exceed three (3) weeks from the date of the execution of this agreement, for the sum of twenty-five hundred dollars ($2500.00), all preliminary studies, drawings, specifications and plans sufficient to enable the "Owner" to make application to the Federal Public Works Administration for a grant of funds for the construction of Police Headquarters, a City Jail and City Police Court on the site hereinabove referred to; and to prepare and submit to the "Owner" promptly when and if required any additional plans, drawings or data that may be required by said Public Works Administration in passing upon the application of the "Owner" for such grant of funds. Said sum of twenty-five hundred dollars ($2500.00) shall become due and payable to the "Architects" upon the completion of said preliminary work, and the acceptance of the same by the City Manager of The City of San Diego.

(2) In addition to the preliminary work referred to in paragraph (1) of this agreement, the "Owner" does hereby retain the "Architects" to render the usual professional services rendered by architects in connection with the construction of Police Headquarters, City Jail and City Police Court upon said site, including the preparation and furnishing of large scale and full size detail drawings, responsible architectural supervision of the work during construction, and the giving of such architect's certificates as may be required, together with the preparation of such additional detail specifications, forms of proposals and contracts as may be necessary for the letting of a contract by the "Owner" for the construction of said buildings; the keeping of accounts, and the general administration of the business and supervision of the construction work.

For such additional services the "Owner" will pay and the "Architects" will accept, as full compensation therfor, a sum of money equal to seven per cent (7%) of the actual cost of the construction work ordered by and performed for the "Owner," less the sum of twenty-five hundred dollars ($2500.00) provided to be paid to the "Architects" under the provisions of paragraph (1) of this agreement. The actual cost of the work as herein referred to means the cost to the "Owner," but such cost shall not include any architect's or engineer's fees or reimbursements, or the cost of a Clerk-of-the-Works.

Payment to the "Architects" up to seventy-five per cent (75%) of the total amount of the compensation in this paragraph provided for shall be made as follows:

Upon the awarding and execution of a construction contract for the work, a sum equal to one and one-half per cent (1-1/2%) of the contract price; and thereafter the balance of said seventy-five per cent (75%) shall be paid in equal monthly installments computed over the construction period; the first of which said installments shall be payable one month after actual construction work upon said buildings begins, and a like sum each month thereafter while actual construction is in progress until seventy-five per cent (75%) of the total fee or compensation shall have been paid. The remaining twenty-five per cent (25%) shall not become due and payable until the formal acceptance of the buildings by the "Owner" and until a release of all claims by the "Owner" under and by virtue of this agreement, in so far as it covers and relates to architectural supervision during construction, shall have been executed by the "Architects," 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 of the State of California. Final payment will then 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 "Architects."

(3) Should the "Architects" be required to perform extra services or incur additional expense due to the delinquency of the contractor, or due to the insolvency of the [illegible] of the contractor, or due to changes ordered by the "Owner," or as a result of damage to the structures by fire, earthquake or the elements, they shall be reimbursed in a reasonable amount or amounts for such extra expense and/or service involved. Payments to the "Architects" other than those on their fee shall fall due from time to time as their work is done or as costs are incurred.

(4) The "Architects" will use every reasonable effort to guard the "Owner" against defects and deficiencies in the construction work, but they do not guarantee the quality of labor or materials or the completion of the construction work. The supervision of the work to be furnished by the "Architects" is to be distinguished from the continuous personal superintendence furnished by a Clerk-of-the Works or Superintendent of the works, which latter service it is understood shall be furnished without cost to the "Architects."

(5) The "Owner" shall, so far as the work under this agreement may require, furnish the "Architects" with the following information:

A complete and accurate survey of the building site, giving the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the building site; and full information as to sewer, water, gas and electrical service.

The "Owner" is to pay for necessary borings or test pits, and for chemical, mechanical or other tests only in event that the same are first authorized and approved by the City Manager.

(6) If and when requested so to do the "Architects" will furnish the "Owner" with preliminary estimates of the cost of the construction work, but no such estimates shall be regarded other than an approximation.

(7) The "Architects" do hereby irrevocably appoint and authorize Charles Quayle as the person who shall in all matters arising under or connected with this agreement, or the performance thereof, or in dealings hereunder with the "Owner," represent the parties of the second part; provided, however, that in the event of the death or inability of the said Charles Quayle to act then and in that event the "Architects" shall appoint either Edward Quayle or A. O. Treganza in the place and stead of the said Charles Quayle.

(8) In all relations between the parties hereunder the said "Architects" shall have the right to rely and shall be fully protected in relying, upon the authority of the City Manager, who will exercise jurisdiction over the construction work.

(9) The "Architects" shall at their own expense be required to furnish to the "Owner" a sufficient number of complete sets of plans, specifications and documents prepared by them under this agreement to meet all requirements in and about the letting of a contract for the construction work and in the performance thereof.

(10) It is mutually agreed that in no case unauthorized by the Charter of The City of San Diego shall said City, or any department, board or officer thereof be liable for any portion of the contract price; also, that no extra work shall be done nor additional expense incurred by the "Architects" unless they are authorized and directed in writing so to do by the City Manager of said City.

(11) No interest in this agreement shall be transferred by the "Architects" to any other party, and any such transfer shall cause annulment of this contract so far as the "Owner" is concerned. All rights of action for any breach of this contract by the "Architects" are reserved to the "Owner."

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be signed by its City Manager, and attested by its City Clerk, as party of the first part, and the parties of second part have hereunto subscribed their names the day and year first above written.

This agreement is so executed in three (3) parts, each one of which will be deemed to be an original.

THE CITY OF SAN DIEGO
Party of the First Part.
By R. W. FLACK, City Manager
CHARLES QUAYLE
EDWARD QUAYLE
Doing business as co-partners under the firm name of QUAYLE BROTHERS
A. O. TREGANZA, Parties of the Second Part

I hereby approve the form of the foregoing Agreement, this 7 day of October, 1936.
D. L. AULT, 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 Quayle Brothers and A. O. Treganza, as architects on proposed Police Headquarters, etc.; being Document No. 300437.

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

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY CONSOLIDATED STEEL CORPORATION LTD. UNDER ITS CONTRACT FOR THE CONSTRUCTION OF EL CAPITAN-LAKESIDE PIPELINE, WHICH SAID CONTRACT IS DATED FEBRUARY 25, 1936, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 296793 AND FURTHER IDENTIFIED AS PUBLIC WORKS ADMINISTRATION DOCKET NO. 5575.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN By The City of San Diego, owner of the El Capitan-Lakeside Pipeline, located along the San Diego River in the County of San Diego, between the El Capitan Reservoir Dam and the town of Lakeside, in the County of San Diego, that the work performed by Consolidated Steel Corporation Ltd. under its contract for the construction of El Capitan-Lakeside Pipeline was completed to the satisfaction of the Engineer on November 20, 1936.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego, on November 24, 1936, by resolution duly and regularly passed and adopted, officially accepted the work performed by Consolidated Steel Corporation Ltd. in the construction of El Capitan-Lakeside Pipeline. 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.

R. W. FLACK
(SEAL) ATTEST: City Manager of The City of San Diego, California.
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

RESOLUTION NO. 65200

WHEREAS, a Public Works Administration project was approved and a contract for the construction of El Capitan-Lakeside Pipe Line let to the CONSOLIDATED STEEL CORPORATION LTD., under date of February 25, 1936, filed in the office of the City Clerk as Document No. 296793, and further identified as Public Works Administration Docket 5575; and

WHEREAS, the said contract has been performed and said El Capitan-Lakeside Pipe Line completed, in accordance with the plans, specifications and approved change orders, and to the satisfaction of The City of San Diego, and the same was actually completed on November 20, 1936; NOW, THEREFORE,

BE IT RESOLVED AND ORDERED that said El Capitan-Lakeside Pipe Line be, and the same is hereby accepted; SUBJECT HOWEVER, to Paragraph 50 of the detailed specifications which is a part of the contract between The City of San Diego and Consolidated Steel Corporation Ltd., which paragraph reads as follows:

"GUARANTEE OF PIPE LINE AND APPURTENANCES.

The contractor constructing the pipe line and appurtenances shall guarantee same against leaks and breaks due to defective material or workmanship for a period of one year from the date of completion of the contract. Any repair work or replacement required in the opinion of the engineer shall be done by the contractor at his own expense immediately. Should the contractor fail to repair such leaks or breaks or make replacements within five days after written notice, it shall be lawful for the engineer to make such repairs and replacements and charge the contractor with the actual cost of such necessary labor and material and the contractor and his sureties shall be liable therefor."

BE IT FURTHER RESOLVED, that the time between the contract completion date, to-wit: November 20, 1936, and the date of the adoption of this acceptance, be, and is hereby waived and no damage assessed, and that the City Manaber of The City of San Diego be, and he is hereby authorized to sign a Notice of Completion.

On motion of Councilman Warburton, seconded and carried, the above resolution was adopted.

Passed and adopted by the said Council of the said City of San Diego, California, this 24th day of November, 1936, by the following vote, to-wit:
YEAS---Councilmen Bennett, Wansley, Wurfel, Warburton, Stannard, Siebert and Mayor Benbough
NAYS---Councilmen None
ABSENT-Councilmen None

ATTEST: P. J. BENBOUGH
(SEAL) Mayor of the City of San Diego, California.
ALLEN H. WRIGHT
City Clerk of the City of SanDiego, California.
By CLARK M. FOOTE, JR., 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.

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

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 65200 of the Council of the City of San Diego, California, as adopted by said Council Nov 24, 1936.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of the El Capitan-Lakeside Pipeline, by Consolidated Steel Corporation, Ltd.; being Document No. 300540.

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

RECORDED DEC 1 1936 16 min past 9 A.M. in Book 585 at Page 365 of Official Records, San Diego Co., Cal. Recorded at Request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy H. Zervas

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

C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

AGREEMENT

WHEREAS, Frances M. Linda & R. W. Little is the owner of Lots 5-6 Block 240 Subdivision Middletown 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 Pacific Highway Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a wall & 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. 65032 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a Wall & 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 Wall & 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 13 day of November, 1936, by Linda & Little that they will, for and in consideration of the permission granted them to erect a Wall & building on the above described property to 12.5 ft. from the front property line, bind themselves to, and they hereby by these presents agree, to move any Wall & 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 said ordinance Document 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 them to move said Wall & building to the line designated; that will move said Wall & 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 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.

FRANCES M. LINDA, Owner's Name
CASPER, WYOMING, Address

ROBERT W. LITTLE
R. W. LITTLE
1760 FORT STOCKTON DRIVE
SAN DIEGO, CALIF.

STATE OF WYOMING)
COUNTY OF NATRONA) SS

On this 13th day of November A.D. Nineteen Hundred and Thirty Six, before me, Jennie A. Fuller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frances M. Linda 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 Casper, County of Natrona, State of Wyoming, the day and year in this certificate first above written.

JENNIE A. FULLER
(SEAL) Notary Public in and for the County of Natrona, State of Wyoming
My Commission expires
September 21, 1940.

STATE OF CALIFORNIA) SS
COUNTY OF SAN DIEGO)

On this 25th day of November A.D. Nineteen Hundred and Thirty-six, before me, Florence E. Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. W. Little 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FLORENCE E. ANDERSON
(SEAL) Notary Public in and for the County of San Diego, State of California.
My Commission Expires
December 14, 1937

RECORDED NOV 30 1936 40 min past 9 A.M. in Book 593 at Page 229 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.

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 Set-back Agreement, with Linda & Little; being Document No. 300395.

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

A G R E E M E N T

WHEREAS, George R. Daley and Jeanette E. Daley are the owners of Lots 19 and 20 Lot___ Block 107 Subdivision University Heights and,

WHEREAS,the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18th day of November, 1936, by George R. Daley and Jeanette E. Daley that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Oregon street adjacent to the above described property, bind themselves to, and are hereby by these presents agree__ to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 them, 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.

GEORGE R. DALEY
JEANETTE E. DALEY, Owner's Name
4430 Boundary St., San Diego, Calif.
Address

STATE OF CALIFORNIA) SS.
COUNTY OF SAN DIEGO)

On this 18th day of November, A.D. Nineteen Hundred and thirty-six, before me, C. D. Moore a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George R. Daley and Jeanette E. Daley known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

RECORDED NOV 30 1936 41 min past 9 A.M. in Book 584 at Page 413 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.
H. 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 Curb Removal Agreement, from George R. and Jeanette E. Daley; being Document No. 300413.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kadatrom 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 SIXTY-FIVE DOLLARS ($65.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents

Signed by us and dated this 2nd day of December, 1936.

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
(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 2nd day of December, in the year nineteen hundred thirty-six, 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 3rd day of December, 1936.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 65150 passed and adopted on the 17th day of November, 1936, require and fix the sum of $65.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
LA PLAYA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 8th day of December, 1936, 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, 1936, to-wit: to and including November 24, 1937.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for La Playa Lighting District No. 1", filed September 2, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Fifty-nine and 20/100 Dollars (259.20) in 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 Fifty-nine and 20/100 Dollars [$259.20] shall be paid out of any other fund than said special fund designated as "La Playa Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Hundred Fifty-nine and 20/100 Dollars ($259.20).

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

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the 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 P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
BRUCE R. STANNARD
JOHN S. SIEBERT

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

I hereby approve the form of the foregoing Contract, this 3rd day of December, 1936.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Contract for La Playa Lighting District No. 1; being Document No. 300576.

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 ONE DOLLARS ($101.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of December, 1936.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and 26TH STREET, between the westerly prolongation of the southerly line of Marcey Avenue and the northerly line of National Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
(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 2nd day of December, in the year nineteen hundred thirty-six, 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 official seal the day and year in this certificate first above written.

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

I hereby approve the form of the foregoing Undertaking this 3rd day of December, 1936.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 65149, passed and adopted on the 17th day of November, 1936, require and fix the sum of $101.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
LOGAN AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 8th day of December, 1936, 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; and

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, 1936, to-wit, to and including November 15, 1937.

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, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Four Hundred and One and 40/100 Dollars ($401.40) 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 "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 One and 40/100 Dollars ($401.40) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Four Hundred One and 40/100 Dollars ($401.40).

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
By W. F. RABER

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

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 3rd day of December, 1936.
D. L. AULT, 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, for Logan Avenue Lighting District No. 1; being Document No. 300577.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hadatron Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE SEAGRAVE CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Michigan, as Principal, and AMERICAN SURETY 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 SIX THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS ($6,234.00), 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 November, 1936.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 19th day of November, 1936, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

2 - Six cylinder triple combination pumping engines (pump, hose and water tank), 1000 G.P.M. capacity, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 299884.

NOW, THEREFORE, if 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) ATTEST:
T. C. BLACK, Secy.

THE SEAGRAVE CORPORATION, Principal
By H. B. Spain, 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 - - -)

On this 19th day of November, A.D. 1936, before me, Howard McCulloch, a Notary Public in and for - - 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 COM-

PANY 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.

HOWARD McCULLOCH
Notary Public in and for the County of State of California

(SEAL)
My Commission Expires
Oct 21, 1940

I HEREBY APPROVE the form of the foregoing bond this 14th day of December, 1936
D. L. AULT, City Attorney

I HEREBY APPROVE the foregoing bond this 14th day of December, 1936.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 19th day of November, 1936, 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 SEAGRAVE CORPORATION, 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:

2 - Six cylinder triple combination pumping engines (pump, hose and water tank), 1000 G.P.M. capacity, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 299884.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Twenty-four Thousand Nine Hundred Thirty-two and 18/100 Dollars ($24,932.18). 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 material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Twenty-four Thousand Nine Hundred Thirty-two and 18/100 Dollars ($24,932.18), as follows:

Upon 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 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 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 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 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 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, pursuant to and under Resolution No. 65127 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:
T. C. BLACK, Secy.

THE SEAGRAVE CORPORATION, Contractor
By H. B. SPAIN[illegible], Prest.

I HEREBY APPROVE the form of the foregoing Contract this 14th day of December, 1936.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Seagrave Corporation, for two fire engines; being Document No. 300708.

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

A G R E E M E N T

WHEREAS, W. E. Carter & R. L. Byron; E. B. Hazie Agent are, the owners of Lot G & H Block 55 Subdivision Horton and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3 day of Dec., 1936, by W. E. Carter, R. L. Byron, E. B. Hazie Agent that they will, for and in consideration of the permission granted to remove 20 feet of curbing on E street adjacent to the above described property, bind theirselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 them, 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.

W. E. CARTER R. L. BYRON
E. B. HAZIE, Agent
Owner's Name
916 Union
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 3 day of December, A.D. Nineteen Hundred and 36, before me, Claudia E. Biddle a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. B. Hazie 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.

CLAUDIA E. BIDDLE
(SEAL) Notary Public in and for the County of San Diego, State of California
Exp 11-27-37

RECORDED DEC 5 1936 45 min past 9 A.M. in Book 590 at Page 417 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 Curb Removal Agreement from W. E. Carter and R. L. Byron; E. B. Hazie, Agent - being Document No. 300574.

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 Union Ice Co. are, is the owner of Lot 14 Block 2 Subdivision Edgmont and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8 day of December, 1936, by The Union Ice Co. that we will, for and in consideration of the permission granted us to remove 15 feet of curbing on Chamoune street, adjacent to the above described property, bind to, and hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on The Union Ice Co., 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 UNION ICE CO.
By GEORGE L. BALDWIN, District Engineer Owner's Name
110 West Island Ave.
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 8th day of December A.D. Nineteen Hundred and Thirty six before me, E. H. Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George L. Baldwin 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.

E. H. BROOKS
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED DEC 16 1936 50 min past 9 A.M. in Book 595 at Page 332 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.
NOLA N. PFAHLER
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 Curb Removal Agreement from The Union Ice Co.; being Document No. 300704.

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

A G R E E M E N T

WHEREAS, James E. Collumb are, is the owner of Lot 1 Block 4 Subdivision Culverwells Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 12th day of December, 1936, by James E. Collumb that I will, for and in consideration of the permission granted me to remove 18 feet of curbing on Broadway street adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on___, all 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

_____
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 11th day of December, A.D. Nineteen Hundred and Thirty-six, before me, J. K. Durrill 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

J. K. DURRILL
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED DEC 16 1936 50 min past 9 A.M. in Book 597 at Page 259 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 Curb Removal Agreement from James E. Collumb; being Document No. 300705.

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, Tony Costini is the owner of 3545 India Lot 1 Block 147 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of December, 1936, by himself that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on India street adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

TONY COSTINI, Owner's Name
3545 India Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 3rd day of December, A.D. Nineteen Hundred and Thirty-six, before me, Freda Switters a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Tony Costini 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.

FREDA SWITTERS
(SEAL) Notary Public in and for the County of San Diego, State of California.
My Commission Expires
July 10, 1939.

RECORDED DEC 16 1936 50 min past 9 A.M. in Book 597 at Page 258 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 Curb Removal Agreement, from Tony Costini; being Document No. 300706.

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

San Diego, California,
December 21, 1936

City of San Diego,
San Diego, California.
Attention - City Clerk.
Gentlemen:

RE: ORDINANCE NO. 1050 (New Series), entitled "An Ordinance Authorizing the Extension of the Term of that Certain Tideland Lease now held by Fishermen's Wharf Company, a copartnership.

Referring to the above entitled Ordinance and the extension of lease provided for therein, the undersigned, jointly and severally, being all of the copartners of Fishermen's Wharf Company, a copartnership, and acting on behalf of said copartnership, do hereby accept said lease and said extension thereof for a five year period from and after August 22, 1937, and hereby agree to pay the rent provided for in said lease and extension and to faithfully perform each, every and all of the covenants, conditions and agreements in said lease and extension contained.

Very truly yours,
LAWRENCE OLIVER
CHARLES A. LANDERS
O. J. HALL
A copartnership, doing business under the firm name and style of FISHERMEN'S WHARF COMPANY

I HEREBY CERTIFY that the above and foregoing is an Acceptance of Extension of Lease of Tidelands by Fishermen's Wharf Company; being Document No. 300826.

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

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 28th day of December, 1936, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE SPANISH VILLAGE ART CENTER party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in attempting to stimulate interest in the work of local artists.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE SPANISH VILLAGE.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) Of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of___Dollars ($___).

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, THE SPANISH VILLAGE ART CENTER,

By SHERMAN TREASE, President,

the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit to The Spanish Village Art Center, in Balboa Park; being Document No. 300851.

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

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 28th day of December, 1936, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE 251st COAST ARTILLERY, ANTI-AIRCRAFT, CALIFORNIA NATIONAL GUARD, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in the training of personnel for military activity,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable preferential, but non-exclusive, permit for the use and occupancy of THE STATE BUILDING, TOGETHER WITH SPACE IN THE BASEMENT OF THE FORD BUILDING AS CAN BE SPARED FROM CIVIC USE.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) Of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of ONE THOUSAND Dollars ($1,000.00), PER ANNUM; THE CITY TO ASSUME THE FIRE INSURANCE.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonalbe restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, THE 251ST COAST ARTILLERY, ANTI-AIRCRAFT, CALIFORNIA NATIONAL GUARD, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks
THE 251ST COAST ARTILLERY, ANTI-AIRCRAFT,
CALIFORNIA NATIONAL GUARD
By JOHN H. SHERMAN, Commander
Col. 251st CA (AA)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit to The 251st Coast Artillery, Anti-Aircraft, California National Guard; being Document No. 300852.

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

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 29th day of December, 1936, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and POST 6, AMERICAN LEGION and SAN DIEGO AMERICAN LEGION, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in the care of disabled Veterans, child welfare work and general community betterment.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of BUILDING NO. 16 THE CAFE OF THE WORLD BUILDING (WAR MEMORIAL BUILDING).

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) Of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of ONE HUNDRED EIGHTY-TWO AND 40/100 Dollars ($182.40) PER ANNUM FOR INSURANCE.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, POST 6, AMERICAN LEGION and SAN DIEGO AMERICAN LEGION the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks
POST 6, AMERICAN LEGION, and SAN DIEGO AMERICAN LEGION
By JOHN H. BRIEL, Commander.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit to Post 6, American Legion and San Diego American Legion, in Balboa Park; being Document No. 300855.

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

AGREEMENT FOR MODIFICATION OF LEASE

WHEREAS, the Harbor Commission of The City of San Diego, thereunto duly authorized by Ordinance No. 13305 of the ordinances of said City, approved September 24, 1931, 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 October 15, 1931, bearing official Document No. 272922, recorded in Book 7, page 226, 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 said lease 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 is hereby modified and amended in the following particulars, and none other:

(1) That the paragraph commencing on line 8, page 1, of said lease, is hereby changed to read as follows:

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

Beginning at the point of intersection of the northwesterly line of Palm Street with the Mean High Tide Line of the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 20.18 feet to the true point or place of beginning; thence continuing southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 57.42 feet to an intersection with a curve concave to the southwest, having a radius of 2137.50 feet, the center of which bears south 54° 09' 05" west; thence northwesterly along the arc of said curve an arc distance of 23.16 feet to the point of its beginning; thence northwesterly on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 101.84 feet to a point; thenc e northeasterly on a line parallel to and distant 125 feet northwesterly from the southwesterly prolongation of the northwesterly line of Palm Street a distance of 56 feet to an intersection with a curve concave to the northeast having a radius of 1442.69 feet, the center of which bears north 54° 08' 04" east; thence southeasterly along the arc of said curve an arc distance of 37.75 feet to its point of beginning; thence south 37° 21' 54" east tangent to said curve a distance of 87.62 feet, more or less, to the true point or place of beginning, containing 7032 square feet, or 0.162 acres, of land.

The lands hereinabove described being shown on the map or plat marked Exhibit 'A', attached hereto and made a part of this lease."

That except as hereinabove amended, said lease 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, having hereunto subscribed their names as and for the act of said City, and the said lessee has hereunto set his hand this 31st day of December, 1936.

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 KLICKA
Members of the Harbor Commission.

HARTLEY J. STACKHOUSE, Lessee

I hereby approve the form of the foregoing Agreement for Modification of Lease, this 14th day of Dec., 1936.

D. L. AULT, 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 Amendment to Tideland Lease of Hartley J. Stackhouse; being Document No. 300917.

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

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY M. H. GOLDEN UNDER HIS CONTRACT FOR THE CONSTRUCTION OF HODGES RESERVOIR DAM STRENGTHENING, WHICH SAID CONTRACT IS DATED MARCH 24, 1936, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 297063, AND FURTHER IDENTIFIED AS PUBLIC WORKS ADMINISTRATION DOCKET NO. CALIFORNIA 1223-R

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN By The City of San Diego, Owner of the Hodges Dam, located on the San Dieguito River in the County of San Diego, State of California, that the work performed by M. H. Golden under his contract for the construction of Hodges Reservoir Dam Strengthening was completed to the satisfaction of the Engineer on December 28, 1936.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego, on December 29, 1936, by resolution duly and regularly passed and adopted, officially accepted the work performed by M. H. Golden in the construction of Hodges Reservoir Dam Strengthening. 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.

R. W. FLACK
(SEAL) ATTEST: City Manager of The City of San Diego, California.
ALLEN H. WRIGHT, City Clerk

RESOLUTION NO. 65329

WHEREAS, a Public Works Administration project was approved and a contract for the construction of Hodges Reservoir Dam Strengthening let to M. H. Golden, under date of March 24, 1936, filed in the office of the City Clerk as Document No. 297063, and further identified as Public Works Administration Docket 1223-R; and

WHEREAS, the said contract has been performed and said Hodges Reservoir Dam Strengthening completed, in accorance with the plans, specifications and approved change orders, and to the satisfaction of the Council of The City of San Diego, and the same was actually completed on December 28, 1936; NOW, THEREFORE,

BE IT RESOLVED AND ORDERED that said Hodges Reservoir Dam Strengthening be, and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the time between the contract completion date, to-wit: December 28, 1936,and the date of the adoption of this acceptance, be, and is hereby waived and no damages assessed; and that the City Manager of The City of San Diego be, and he is hereby authorized to sign a "Notice of Completion."

On motion of Councilman Wansley, seconded and carried, the above resolution was adopted.

Passed and adopted by the said Council of the said City of San Diego, California, this 29th day of December, 1936, by the following vote, to-wit:

YEAS---Councilmen Bennett, Wansley, Wurfel, Warburton, Siebert and Mayor Benbough
NAYS---Councilmen None
ABSENT-Councilman Stannard
ATTEST:

P. J. BENBOUGH
Mayor of the City of San Diego, California.
(SEAL)
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By FRED W. SICK, 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.

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

RECORDED DEC 29 1936 5 min past 12 P.M. in Book 594 at Page 443 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

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

ORPHA HARBAUGH #18
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Notice of Completion on Hodges Reservoir Dam Strengthening Contract; being Document No. 300854.

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, HELLER INVESTMENT COMPANY is the owner of Lots 3 & 4 Block 20 Subdivision Unit #1 Montemar Ridge, City of San Diego, San Diego County, California and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of December, 1936, by HELLER INVESTMENT COMPANY that it will, for and in consideration of the permission granted it to remove 45 feet of curbing on Lytton street adjacent to the above described property, bind itself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, 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 executors and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HELLER INVESTMENT COMPANY
Owner's Name
By ELWYN M. HELLER
908 San Diego Tr. & Savings Bldg.,
San Diego, California
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 4th day of Dec., A.D. Nineteen Hundred and thirty-six, before me, ETHEL JELINEK a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elwyn M. Heller 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)

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

My Commission Expires
June 10, 1937

RECORDED DEC 30 1936 32 min past 2 P.M. in Book 608 at Page 136 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 Curb Removal Agreement from Heller Investment Co.; being Document No. 300882.

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, George H. Crippen Inv. Co. is the owner of Lot L Blk 52 Hortons Add. Lot___ Block___Subdivision___ and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Counci; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28 day of December, 1936, by George H. Crippen Inv Co that it will, for and in consideration of the permission granted it to remove 30 feet of curbing on Broadway street adjacent to the above described property, bind Its self to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs its so to do, and comply therewith at Its own expense and with no cost or obligation on the part of The City of San Diego.

It further agree that this agreement shall be binding on 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.

GEORGE H. CRIPPEN INVESTMENT COMPANY
By GEORGE H. CRIPPEN, President
Owner's Name
1347 Broadway
Address

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28 day of Dec., A.D. Nineteen Hundred and Thirty Six before me, A. E. Parrish a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George H. Crippen known to me to be the person described in and 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 above written.

(SEAL)

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

My Commission Expires
Dec. 23, 1937

RECORDED DEC 30 1936 32 min past 2 P.M. in Book 608 at Page 135 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 Curb Removal Agreement, from George H. Crippen Investment Co.; being Document No. 300883.

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

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS doing business as 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 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 FIVE HUNDRED FOURTEEN DOLLARS ($3,514.00), 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 January, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the ___ day of January, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City -

2492 tons asphaltic base and
1508 tons 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 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 January, 1937.

V. R. DENNIS
doing business as V. R. Dennis Construction Company,
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY,
(SEAL) Surety
By WALTER R. WHITFORD, Attorney in fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 7th day of January, 1937, 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)
OPAL GRAVES
My Commission Expires Notary Public, in and for the County of Los Angeles,
June 18, 1938 State of California.

I hereby approve the form of the foregoing bond this 8th day of January, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I hereby approve the foregoing bond this 8th day of January, 1937.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 7th day of January, 1937, 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, party of the first part, hereinafter sometimes designated as the "City", and V. R. DENNIS doing business as V. R. Dennis Construction Company, hereinafter sometimes designated as the "Contractor", WITNESSETH:

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

2492 tons asphaltic base; and
1508 tons asphaltic wearing surface, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 300695.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Fourteen Thousand Fifty-two and 40/100 Dollars ($14,052.40). 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 material by the Port Director of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Fourteen Thousand Fifty-two and 40/100 Dollars ($14,052.40), as follows:

Upon delivery of said material, and the acceptance of the same by the Port Director 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 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 Port Director 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 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 or equipment furnished by said contractor unless authorized and directed by reason 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 Harbor Commission of said City, pursuant to and under Resolution No. 65354 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 RUFUS CHOATE
R. H. VAN DEMAN
Members of the Harbor Commission of The City of San Diego, California.
V. R. DENNIS
doing business as V. R. Dennis Construction Company.

I HEREBY APPROVE the form of the foregoing Contract this 8th day of January, 1937.
D. L. AULT, 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 V. R. Dennis, doing business as V. R. Dennis Construction Co., for the furnishing of Asphalt; being Document No. 300976.

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 AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 19th day of January, 1937.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all work upon 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 AND ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:
P. A. BAILEY, Ass't Sec'y.

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 19th day of January, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared 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 19th day of January, 1937
D. L. AULT, 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. 65357, passed and adopted on the 5th day of January, 1937, require and fix the sum of $12.00 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

THIS AGREEMENT, made and entered into this 19th day of January, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the first party, as will fully appear by reference to the proceedings of the 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, 1937, to-wit, to and including December 31, 1937.

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 16, 1936, 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 dollars ($45.00) 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 "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 dollars ($45.00) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Forty-five dollars ($45.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided by said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Forty-five dollars ($45.00), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attested by the City Clerk of said City, the day and year first hereinabove written.

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

(SEAL) ATTEST:
P. A. BAILEY, Ass't Sec'y.

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
RAYMOND M. WANSLEY
HARRY WARBURTON
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 19th day of January, 1937.
D. L. AULT, 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 for Seventh Avenue Lighting District No. 1; being Document No. 301036.
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___, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED SEVENTY-FIVE DOLLARS ($575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1937.

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, 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:
P. A. BAILEY, Asst. Sec'y

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 19th day of January, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared 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 19th day of January, 1937.

D. L. AULT, 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. 65355 passed and adopted on the 5th day of January, 1937, require and fix the sum of $575.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
LA JOLLA LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 19th day of January, 1937, 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 Genter Street and the southeasterly line of Prospect Street;
PROSPECT STREET, between La Jolla Boulevard and Cave Street;
PROSPECT PLACE, between Cave Street and Blue Bird Lane;
GIRARD AVENUE, between Silverado Street and Prospect Street;
HERSCHEL AVENUE, between Silverado Street and Prospect Street; and
WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1937, to-wit, to and including December 31, 1937.

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, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Two Hundred Ninety-eight and 60/100 Dollars ($2,298.60) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Two Hundred Ninety-eight and 60/100 Dollars ($2,298.60) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Two Hundred Ninety-eight and 60/100 Dollars ($2,298.60).

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:
P. A. BAILEY, Asst. Secy

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
RAYMOND M. WANSLEY
HARRY WARBURTON
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 19th day of January, 1937.
D. L. AULT, 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 for La Jolla Lighting District No. 1; being Document No. 301037.

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

UNDERTAKING FOR STREET LIGHTING
PACIFIC HIGHWAY 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 Nine Hundred Thirty-nine Dollars ($939.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1937.

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 PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue; and SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway, 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:
P. A. BAILEY, Asst. Secy.

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 19th day of January, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared 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 19th day of January, 1937
D. L. AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego by Resolution No. 65120, passed and adopted on the 4th day of November, 1936, require and fix the sum of $939.00

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

CONTRACT FOR STREET LIGHTING
PACIFIC HIGHWAY LIGHTING DISTRICT
NO. 1

THIS AGREEMENT, made and entered into this 19th day of January, 1937, 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:

PACIFIC HIGHWAY, between the northerly line of Broadway and a line parallel to and distant 25.00 feet northwesterly from the northeasterly prolongation of the northwesterly line of Barnett Avenue; and SUBWAY STREET, between the northeasterly line of Pacific Highway and a line parallel to and distant 50.00 feet northeasterly from the northeasterly line of Pacific Highway.

Such furnishing of electric energy shall be for a period of one year from and including November 5, 1936, to-wit, to and including November 4th, 1937.

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 Pacific Highway Lighting District No. 1", filed August 11, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Three Thousand Seven Hundred Fifty-five and 58/100 Dollars ($3,755.58) 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 "Pacific Highway 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 Three Thousand Seven Hundred Fifty-five and 58/100 Dollars ($3,755.58) shall be paid out of any other fund than said special fund designated as "Pacific Highway Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Three Thousand Seven Hundred Fifty-five and 58/100 Dollars ($3,755.58).

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:
P. A. BAILEY, Ass't. Sec'y.

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
RAYMOND M. WANSLEY
HARRY WARBURTON
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 19th day of January, 1937.
D. L. AULT, 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 for Pacific Highway Lighting District No. 1; being Document No. 301038.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Augusta M. Gradstrom 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 Thirteen dollars ($13.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of January, 1937.

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.

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

(SEAL) ATTEST:
P. A. BAILEY, Ass't. Sec'y.

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

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary.

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 19th day of January, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared 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 19th day of January, 1937.

D. L. AULT, 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. 65356 passed and adopted on the 5th day of January, 1937, require and fix the sum of $13.00 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
EIGHTH AVENUE LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 19th day of January, 1937, by and between SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the 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, 1937, to-wit, to and including December 31, 1937.

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 16, 1936 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 and 40/100 dollars ($50.40) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Eighth Avenue Lighting District No. 1 Fund."

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 and 40/100 dollars ($50.40) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Fifty and 40/100 dollars ($50.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Fifty and 40/100 dollars ($50.40), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

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

(SEAL) ATTEST:
P. A. BAILEY, Ass't. Sec'y

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
RAYMOND M. WANSLEY
HARRY WARBURTON
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 19th day of January, 1937.
D. L. AULT, 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 for Eighth Avenue Lighting District No. 1; being Document No. 301039.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kradstrom Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 19th day of January, 1937, 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 JAS. BALLANTYNE, 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 said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Lots 1, 2, 7 and 8, Block 5 and Lots 1 and 2, Block 3, Cajon Park, in the County of San Diego, California,

subject to all easements, liens and encumbrances whatsoever.

TO HAVE AND TO HOLD the said premises and every and each paracel thereof unto the said Lessee, for a period of three (3) years, from and after the date of execution of this lease, at a rental of Forty-five Dollars ($45.00) 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 stock grazing purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 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;

(3) 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; and Lessee shall not have any right to pump water from any wells located on said premises;

(4) 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;

(5) 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 covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and totenter 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. 65398, 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,
By R. W. FLACK, City Manager Lessor

JAS. BALLANTYNE, Lessee

I hereby approve the form of the foregoing Lease this 16th day of January, 1937.
D. L. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Jas. Ballantyne; being Document No. 301060.

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

A G R E E M E N T

THIS AGREEMENT, made and entered into this 12 day of January, 1937, by and between THE CITY OF SAN DIEGO, first party, and UNIFIED SCHOOL DISTRICT OF SAN DIEGO, second party, WITNESSETH:

WHEREAS, The City of San Diego is desirous of securing certain rights of way for street purposes across lands owned by said School District; and

WHEREAS, said School District in return for such conveyance desires the City to furnish labor and materials in and about the improvement of certain School District property for playground purposes;

NOW, THEREFORE, in consideration of the conveyance to The City of San Diego by the Unified School District of San Diego of easements and rights of way for street purposes over and across lots numbered 15, 16, 17 and 18, in Block 6, Florence Heights Addition, in the City of San Diego, said City hereby agrees to furnish to said School District labor and materials, the value of which shall not exceed the sum of Two Thousand Dollars ($2,000.00), which said labor and materials are to be used under the direction of said School District upon property thereof in the vicinity of said Block 6, Florence Heights Addition, in making a playground area, and shall consist of the following:

3,500	cu. yds. of dirt at	$ .25	$875.00
228	ft. of 24" pipe at	3.75	855.00
16	ft. of 12" pipe at	1.25	20.00
	Drain cleanout	135.00	135.00
	Bank Trim	100.00	100.00
			$1,985.00

IN WITNESS WHEREOF, the City of San Diego has caused this agreement to be executed by its City Manager, pursuant to the authority contained in Resolution No. 65282, regularly adopted by the City Council on the 15th day of December, 1936, and said School District has caused this agreement to be executed by George M. Crawford Secy. and Business Mgr., thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

UNIFIED SCHOOL DISTRICT OF SAN DIEGO
By GEORGE M. CRAWFORD,
Secy. and Business Mgr.

I hereby approve the form of the above agreement this 8th day of January, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Unified School District of San Diego, re work on Playgrounds; being Document No. 301065.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 1st day of February, 1937, 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 HARVEY D. ALLEN, 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 said 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 1102 of the Pueblo Lands of The City of San Diego, California, according to Map thereof made by James Pascoe, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego, California, EXCEPTING THE following described parcel:

Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot 1102, a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, 295.32 feet to the point of commencement;

subject to existing liens and encumbrances.

TO HAVE AND TO HOLD the said premises and every and each parcel thereof unto the said Lessee, for a period of one (1) year from and after the date of the execution of this lease, at a rental of Thirty Dollars ($30.00) per year, payable in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for stock raising purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 time when the same shall become payable, as above provided;

(2) 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;

(3) 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, and/or for the purpose of removing sand or earth material if and as required;

(4) 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;

(5) 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 covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is 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, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By R. W. FLACK, City Manager Lessor
HARVEY D. ALLEN, Lessee

I hereby approve the form of the foregoing Lease this 30th day of January, 1937.
DILL. AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Harvey D. Allen; being Document No. 301066.

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

A G R E E M E N T

WHEREAS, Geo. W. Hazzard are, is the owner of Lots K and L Lots K - L Block 99 Subdivision Horton's San Diego, San Diego County, California and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8th day of December, 1936, by Him that he will for and in consideration of the permission granted him to remove 19 feet of curbing on 9th Ave. street adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

GEO. W. HAZZARD
By HENRY C. HAZZARD, His Attorney in Fact
Owner's Name
654 5th Avenue
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 8th day of December, 1936, before me E. C. Fleet a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn,

personally appeared Henry C. Hazzard known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of Geo. W. Hazzard and acknowledged to me that he subscribed the name of Geo. W. Hazzard thereto as principal and his own name as Attorney-in-Fact.

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

E. C. FLEET

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

RECORDED DEC 16 1936 50 min past 9 A.M. in Book 608 at Page 22 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.

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 Curb Removal Agreement, from Geo. W. Hazzard; being Document No. 300703.

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

By August M. Kadstrom Deputy.

A G R E E M E N T

WHEREAS, BERTHA M. JAMISON AND MARGARET J. HARPST are the owners of the property at 469 Tenth Ave. known as Lots A & B Block 108 Subdivision Hortons and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18 day of January, 1937, by them that they will, for and in consideration of the permission granted them to remove 20 feet of curbing on Tenth street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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.

BERTHA M. JAMISON
Owner's Name
MARGARET J. HARPST
1819 Puterbaugh St. San Diego, Calif.
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 18 day of January, A.D. Nineteen Hundred Thirty-seven and__, before me, Florence Olive a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bertha M. Jamison and Margaret J. Harpst known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

FLORENCE OLIVE

(SEAL) Notary Public in and for the County of San Diego, State of California.
My commission expires
July 10, 1940.

RECORDED JAN 26 1937 35 min past 9 A.M. in Book 615 at Page 151 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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 Curb Removal Agreement from Bertha M. Jamison and Margaret J. Harpst; being Document No. 301094.

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

By August M. Kadstrom Deputy.

A G R E E M E N T

WHEREAS, Mrs. B. H. Gholson are, is the owner of Lot 1 Block 1 Subdivision Florence Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28 day of January, 1937, by Mrs. B. H. Gholson that I will, for and in consideration of the permission granted me to remove 17 feet of curbing on Lewis street adjacent to the above described property, bind myself to, and do hereby by these presents agree I to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on Mrs. B. H. Gholson, my 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.

MRS. B. H. GHOLSON
Owner's Name
4096 1st Ave.
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this 28 day of January, A.D. Nineteen Hundred and 37 before me, Dorothy M. Olson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. B. H. Gholson 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.

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

(SEAL)
My Commission Expires
June 7, 1937.

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RECORDED FEB 6 1937 9 min past 9 A.M. in Book/249 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.

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 Curb Removal Agreement from Mrs. B. H. Gholson; being Document No. 301274.

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 1st day of February, 1937, 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 EDWARD METCALF, 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 said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

That portion of Pueblo Lot 1102 of the Pueblo Lands of the City of San Diego, California, according to map thereof made by James Pascoe, filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California, particularly described as follows:

Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot 1102, a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, 295.32 feet to the point of commencement; excepting herefrom all public streets and highways; subject to existing liens and encumbrances.

TO HAVE AND TO HOLD the said premises and every and each parcel thereof unto the said Lessee, for a period of one (1) year from and after the date of the execution of this lease, at a rental of Twelve Dollars ($12.00) per year, payable annually in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for agricultural purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 time when the same shall become payable, as above provided;

(2) 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;

(3) 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, and/or for the purpose of removing sand or earth material if and as required;

(4) 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;

(5) 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 covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is 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, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
Lessor

EDWARD METCALF,
Lessee

I hereby approve the form of the foregoing Lease this 30th day of January, 1937.
D. L. AULT, City Attorney .

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Edward Metcalf; being Document No. 301284.

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

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY
PERMIT

THIS PERMIT AGREEMENT, made this 6th day of February, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE PHOTOGRAPHIC ARTS SOCIETY party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in furthering general interest in photographic arts and crafts,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE CHRISTIAN SCIENCE MONITOR BUILDING.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) Of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of TWENTY AND 60/100 Dollars ($20.60) per annum for insurance.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy .

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, THE PHOTOGRAPHIC ARTS SOCIETY, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks
THE PHOTOGRAPHIC ARTS SOCIETY
By SCOTT E. WATSON,
Chairman, Board of Directors.
LEE G. WARREN, Treasurer.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Occupancy Permit to The Photographic Arts Society, in Balboa Park; being Document No. 301309.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 1st day of February, 1937, 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 L. W. BRAWNER, 1788 Titus Street, San Diego, 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, demises and lets unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Pueblo Lot 1297, West half of Pueblo Lot 1296 and the West half of Pueblo Lot 1299, (excepting herefrom the land in the West half of Pueblo Lot 1299 covered by Lease Documents Nos. 255056 and and 259171, on file in the office of the City Clerk of said City, being 17 acres of land, more or less); and EXCEPTING existing buildings, public highways and easements; acreage included in this lease being 284 acres, more or less.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of one (1) year from and after the date of execution of this lease, at a rental of One Hundred Forty-two Dollars ($142.00) per year, payable in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for stock grazing purposes, and for no other purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the demised premises, and each and every part thereof, 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;

(3) That the Lessor reserves all buildings and structures on said premises; and 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;

(4) 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;

(5) 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, and said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager Lessor
L. W. BRAWNER, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 4th day of February, 1937.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with L. W. Brawner; being Document No. 301354.

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

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 8th day of February, 1937, 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 JOHN ZWECK, 3931 Falcon Street, San Diego, 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, demises and lets unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Pueblo Lot 1360 of the Pueblo Lands of The City of San Diego, according to map thereof made by James Pascoe, a certified copy of which is filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California.

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 from and after the 2nd day of January, 1937, at a rental of Thirty Dollars ($30.00) per year, payable in advance.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for agricultural purposes, and for no other purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the demised premises, and each and every part thereof, 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;

(3) 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;

(4) 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;

(5) 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 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, and said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
Lessor

JOHN ZWECK,
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 10th day of February, 1937.
D. L. AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with John Zweck; being Document No. 301362.

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

By August M. Kradstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of February, 1937, 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 WESTGATE SEA PRODUCTS 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, particularly described as follows, to-wit:

PARCEL NO. 1:

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

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as established in 1912, distant north 20° 11' 20" west 250.0 feet from the intersection of said bulkhead line with the northwesterly line of Juniper Street, produced southwesterly; thence south 69° 47' 40" west, 250.0 feet to a point; thence north 20° 11' 20" west, 50.0 feet to a point; thence north 69° 47' 40" east, 250.0 feet to a point on said bulkhead line; thence south 20° 11' 20" east, along said bulkhead line a distance of 50.0 feet to the point or place of beginning.

The lands hereinabove described being shown on the map or 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 lessee for a term beginning on the 1st day of January, 1937, and ending on the 4th day of April, 1943, unless sooner terminated as herein provided, at the following rentals:

Twenty dollars ($20.00) per month for the premises hereinbefore described as Parcel No. 1; and

Five dollars ($5.00) per month for the premises hereinbefore described as Parcel No. 2.

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 damage 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 hereinbefore described as Parcel No. 1 shall be used for the purpose of conducting and maintaining thereon the business of canning sea-foods; and the lessee shall have the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on fishing industries.

(2) That the demised premises hereinbefore described as Parcel No. 2 shall be used for the purpose of erecting and maintaining a wharf and such other structures as may be necessary or convenient to fishing industries.

(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 Harbor Commission of said City.

(4) That said lessee shall so conduct the industries upon the lands or waters included in this lease that no unpleasant odors, or any nuisance whatsoever, whether stated specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Canners Association's system of regulation, all sanitary or other regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority, shall be rigidly enforced.

It is expressly understood and agreed that this lease is revocable at the option of The City of San Diego through its properly constituted authorities in the event that said lessee, its successors or assigns, do not conduct operations in, around or pertaining to the industry established hereunder in conformity with the stipulations herein specified.

It is the intent that the above conditions and stipulations are to fully safeguard the City against any nuisance, unpleasant odors or other disagreeable factors pertaining to or arising from the industry proposed to be conducted under this lease, but it is expressly understood and agreed by the lessee that if the requirements necessary to accomplish this object are not fully stated or set forth herein, all such requirements, whatsoever they may be, shall be fully carried out by the lessee, its successors or assigns.

(5) 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.

(6) That said City reserves the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general 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; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

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

(8) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall 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.

(9) 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 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.

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.

WESTGATE SEA PRODUCTS CO., Lessee
By W. V. AMBROSE, Pres.
E. P. HARKER, Sec'y.

I HEREBY APPROVE the form of the foregoing Lease, this 10th day of December, 1936.
D. L. AULT, 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 Westgate Sea Products Co.; being Document No. 301392.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By Augusta M. Gadstrom Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 15th day of February, 1937 between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE SAN DIEGO COMMUNITY THEATRE, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in amateur dramatics.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE OLD GLOBE THEATRE, THE FALSTAFF TAVERN, AND THE CURIOSITY SHOP.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of approximately SEVENTY FIVE DOLLARS and not more than ONE HUNDRED Dollars ($75.00 to $100.00) per annum for insurance.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, THE SAN DIEGO COMMUNITY THEATRE the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By JOHN G. MORLEY, Superintendent of Parks
THE SAN DIEGO COMMUNITY THEATRE,
By MARY BELCHER TRAPNELL, President.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Occupancy Permit with The San Diego Community Theatre; being Document No. 301397.

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

A G R E E M E N T

WHEREAS, C. N. Culp is the owner of Lots 23-24 Block 26 Subdivision Roseville and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of Feb., 1937, by C. N. CULP that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Scott St. street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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 him, 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.

C. N. CULP, Owner's Name
3436 ZOLA ST., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 3rd day of February, A.D. Nineteen Hundred and Thirty-Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. N. Culp known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED FEB 19 1937 30 MIN PAST 9 A.M. IN BOOK 614 at Page 332 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.
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 Curb Removal Agreement, from C. N. Culp; being Document No. 301425.

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

A G R E E M E N T

WHEREAS, R. H. Buel and R. B. Town are, is the owners of Lot 4 Block 239 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11 day of Feb., 1937, by Buel & Town that we will, for and in consideration of the permission granted us to remove 30 feet of curbing on Pacific Highway adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on us, our 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.

R. B. TOWN R. H. BUEL, Owner's Name
275 Fifth Ave., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 13th day of February, A.D. Nineteen Hundred and Thirty-seven, before me, Edith M. Beckett a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared R. B. Town and R. H. Buel, known to me to be the persons described in and whose names they subscribed to the within instrument, and acknowledged to me that they executed the same.

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

EDITH M. BECKETT
(SEAL) Notary Public in and for the County of San Diego, State of California.
My Commission Expires
Nov. 16, 1937

RECORDED FEB 19 1937 30 min past 9 A.M. in Book 614 at Page 332 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.
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 Curb Removal Agreement from Buel & Town; being Document No. 301426.

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

AGREEMENT

WHEREAS, A. M. and Shirley Lenart are the owners of the residence on Lot 16 Block B Subdivision Arlington and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4 day of Feb., 1937, by A. M. Lenart & Shirley Lenart that they will, for and in consideration of the permission granted them to remove 10 feet of curbing on Una St. street adjacent to the above described property, bind themselves, to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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.

SHIRLEY LENART
A. M. and SHIRLEY LENART, Owner's Name
1734 UNA ST., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 5th day of February, A.D. Nineteen Hundred and 1937, before me, Joseph Filipp a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Shirley Lenart & A. M. Lenart, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

JOSEPH FILIPPI
(SEAL) Notary Public in and for the County of San Diego, State
My Commission Expires Nov. 21, 1938 of California.

RECORDED FEB 19 1937 30 min past 9 A.M. in Book 617 at Page 381 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.

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 Curb Removal Agreement, from A. M. & Shirley Lenard; being Document No. 301427.

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

SURRENDER AND CANCELLATION OF LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes referred to as the City, party of the first part, and ARROWHEAD PURITAS DISTRIBUTORS, INC., a corporation, party of the second part, WITNESSETH:

WHEREAS, under date of August 22, 1917, said City, as lessor, entered into a certain lease with the Standard Canning Company, a corporation, as lessee, covering certain tidelands owned by the City, which said lease is on file in the office of the City Clerk of said City, and bears Document No. 111025, and is recorded in Book 3, page 89, Records of said City Clerk; and

WHEREAS, by various assignments duly authorized by ordinances of said City, said Arrowhead Puritas Distributors, Inc. became and now is the owner and holder of said lease, the same now being in full force and effect; and

WHEREAS, the parties hereto desire to enter into a new lease upon different terms and conditions and for a changed area of tidelands, different from those described in said lease;

NOW, THEREFORE, in consideration of the premises, and the further consideration of entering into a new lease between the City, as lessor, and said party of the second part, as lessee, it is hereby agreed that the lease hereinabove described is hereby terminated by mutual consent, and that the party of the second part does hereby surrender up to the City all its right, title and interest in, to and under said lease and the premises therein described.

It is further agreed that the party of the second part is hereby released from any and all obligations imposed upon it by the terms and conditions of said lease, save and except the obligation to pay any and all rentals due from and unpaid by it up to the date of the execution of this agreement.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by a majority of the members of the Harbor Commission of said City, thereunto duly authorized, and the party of the second part has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

This agreement is executed in duplicate, each of which shall be deemed to be an original.

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

(SEAL)

ARROWHEAD-PURITAS DISTRIBUTORS, INC.
Party of the second part
By J. SWEET, Pres.
E. A. COUERIE, Treas.

I hereby approve the form of the foregoing Agreement for surrender and cancellation of lease this 16 day of February, 1937.

D. L. AULT, 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 Surrender and Cancellation of Lease with Arrowhead Puritas Distributors, Inc.; being Document No. 301533.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 25th day of February, 1937, 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 ARROWHEAD PURITAS DISTRIBUTORS, INC., 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, particularly described as follows, to-wit:

Beginning at the point of intersection of a line parallel to and distant 330.15 feet southerly from the southerly line of F Street, according to the map of Municipal Tidelands Subdivision Tract No. 1, filed in the office of the City Clerk of the City of San Diego, California, and numbered Document No. 100007, and a line drawn parallel to and distant 541.06 feet easterly from the U. S. Bulkhead Line for the Bay of San Diego, as said bulkhead line is now established, between bulkhead stations No. 108 and 180; thence south 0° 01' 40" west parallel to said U. S. Bulkhead Line a distance of 262.20 feet to a point; thence south 89° 58' 20" east at right angle to the first described course a distance of 125.0 feet to a point; thence north 0° 01' 40" east on a line parallel to and distant 666.06 feet easterly from the said U. S. Bulkhead Line a distance of 262.20 feet to a point; thence north 89° 58' 20" west at right angle to the last described course, a distance of 125.0 feet to the point or place of beginning, containing 32,775 square feet, or 0.75246 acres, of land.

The lands hereinabove described being shown on the map or 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 lessee for a period of ten (10) years, beginning on the 1st day of March, 1937, and ending on the 28th day of February, 1947, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of the term of said lease the rental shall be seventy dollars ($70.00) per month, being approximately two and one-half cents (2-1/2¢) per square foot per year;

For the second five (5) year period of said term the rental shall be one hundred and five dollars ($105.00) per month, being approximately three and three-quarters cents (3-3/4¢) 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 lessor 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 bottling, distilling, shipping and distributing of mineral or spring waters, or such other business as may be reasonably implied to be necessary in connection with said business.

(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) That said City reserves the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general 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 its own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(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 the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall 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 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.

THE CITY OF SAN DIEGO, Lessor
By RUFUS CHOATE
R. H. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission
ARROWHEAD-PURITAS DISTRIBUTORS, INC.
Lessee
(SEAL)
By J. SWEET, Pres.
E. A. COUVIE, Treas

I hereby approve the form of the foregoing Lease, this 16 day of February, 1937.
D. L. AULT, 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 Arrowhead Puritas Distributors, Inc.; being Document No. 301534.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Kadstrom Deputy

PREFERENTIAL, NON-EXCLUSIVE USE AND
OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 13th day of January, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and THE BALBOA PARK AUDITORIUM ASSOCIATION, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in CULTURAL AND SOCIAL PURSUITS.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE HOUSE OF HOSPITALITY.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) Of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstrct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of THREE HUNDRED FIFTY-ONE AND 80/100 Dollars ($351.80) PER ANNUM FOR INSURANCE.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the General Public shall not be wholly or permanently excluded from the building or portion covered by this permit; provided, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be

submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, THE BALBOA PARK AUDITORIUM ASSOCIATION, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks

(SEAL)

THE BALBOA PARK AUDITORIUM ASSOCIATION
By MRS. J. E. JENNISON, Executive Vice President

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit to The Balboa Park Auditorium Association, in Balboa Park; being Document No. 301601.

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, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWARD L. HARDY, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 938 (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 Director 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:

Administration and direction of the Museum in its functions of research, exhibition, education and custodianship, including direction and supervision of the work of the staff of the Museum and of employees, and the direction and management of expenditures in accordance with the By-laws of the San Diego Museum Association and the rules and regulations of the City of San Diego.

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, 1936 and ending June 30, 1937, second party will faithfully perform the services and duties of the Director of the San Diego Museum, as the same are hereinabove described, at the rate of one hundred fifty dollars ($150.00) per month, for a ten month period, 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 fifty ($150.00) 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, 1936 and ending June 30, 1937.

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 R. W. FLACK, City Manager
EDWARD L. HARDY, Second Party

I hereby approve the form of the foregoing contract, this 1st day of July, 1936.
D. L. AULT, 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 Edward L. Hardy, as Director of San Diego Museum; being Document No. 301658.

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, 1936, 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. 938 (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, 1936, and ending June 30, 1937, 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 fourteen dollars and seventy-five cents ($214.75) 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 fourteen dollars and seventy-five cents ($214.75) 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, 1936, and ending June 30, 1937.

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 R. W. FLACK, City Manager
MALCOLM J. ROGERS, Second Party

I hereby approve the form of the foregoing contract, this 1st day of July, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Malcolm J. Rogers, as Curator of Anthropology of the San Diego Museum; being Document No. 301659.

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and GEORGE CARTER, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 938 (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, 1936, 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 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, 1936, and ending June 30, 1937.

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
R. W. FLACK, City Manager
GEORGE F. CARTER, Second Party

I hereby approve the form of the foregoing contract, this 1st day of July, 1936.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cntract with George F. Carter, as Curator of Archaeology of the San Diego Museum; being Document No. 301660.

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1936, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWIN A. SPENCER, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 938 (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, 1936, 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, 1936, and ending June 30, 1937.

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 R. W. FLACK, City Manager
EDWIN A. SPENCER, Second Party

I hereby approve the form of the foregoing contract, this 1st day of July, 1936.
D. L. AULT, 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 Edwin A. Spencer, as Organ Tuner; being Document No. 301661.

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1936, 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. 938 (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-wit:

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, 1936, 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, 1936, and ending June 30, 1937.

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 R. W. FLACK, City Manager
ROYAL A. BROWN, Second Party

I hereby approve the form of the foregoing contract this 1st day of July, 1936.
D. L. AULT, 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 Royal A. Brown as Organist, Balboa Park; being Document No. 301662.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kradatrom Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1936, 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. 938 (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, 1936, 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 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 for a longer period than the fiscal year beginning July 1, 1936, and ending June 30, 1937.

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 R. W. FLACK, City Manager
JOHN DAVIDSON, Second Party

I hereby approve the form of the foregoing contract this 1st day of July, 1936.
D. L. AULT, 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 John Davidson, as Curator of Junipero Serra Museum; being Document No. 301663.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Knudstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, W. J. BAILEY COMPANY, 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 NINE HUNDRED FIFTY-SIX DOLLARS ($956.00), 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 27 day of Feb., 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 27 day of Feb., 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

7000 Sacks Portland cement, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301141.

NOW, THEREFORE, if 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) ATTEST:
DAVID A. DEPUE

W. J. BAILEY COMPANY, Principal
By HANS F. HIRTE, President

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

(SEAL) ATTEST:
BILDA C. FOTLAND

By DONALD B. GOLDSMITH, Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 27th day of February in the year One Thousand Nine Hundred and thirty-seven 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 foregoing bond this 2 day of March, 1937.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 2nd day of March, 1937.
R. W. FLACK, City Manager.

CONTRACT

THIS AGREEMENT, made and entered into this 27th day of February, 1937, 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, party of the first part, hereinafter sometimes designated as the City, and the W. J. BAILEY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

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

7000 sacks Portland Cement, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301141.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Three Thousand Eight Hundred Twenty-one and 30/100 Dollars ($3821.30). 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 material by the Port Director of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand Eight Hundred Twenty-one and 30/100 Dollars ($3821.30), as follows:

Upon delivery of said material, and the acceptance of the same by the Port Director 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 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 Port Director 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 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 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 Harbor Commission of said City, pursuant to and under Resolution No. 65515 of the Council authorizing such execution, and the contract has caused its corporate name and seal to be hereunto affixed by its duly authorized officers 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

(SEAL) ATTEST:
DAVID A. DEPUE

W. J. BAILEY COMPANY, Contractor
By HANS F. HIRTE, President.

I HEREBY APPROVE the form of the foregoing Contract, this 2nd day of March, 1937
D. L. AULT, 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 W. J. Bailey Co., for cement; being Document No. 301728.

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

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 8th day of March, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first party; and THE SAN DIEGO FLORAL ASSOCIATION party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in the promotion of knowledge of floriculture, the stimulation of love of flowers, the beautification of gardens and public grounds of San Diego, and the holding of floral exhibitions.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE PRESS BUILDING.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) of this permit

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of TWENTY AND 58/100 Dollars ($20.58) PER ANNUM FOR INSURANCE.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part THE SAN DIEGO FLORAL ASSOCIATION the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks
THE SAN DIEGO FLORAL ASSOCIATION
By MARY A. GREER, President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy permit to the San Diego Floral Association, in the Press Building; being Document No. 301739.

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

AMENDMENT TO AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of March, 1937, 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 thereof, party of the first part, and CHARLES QUAYLE and EDWARD QUAYLE, doing business as co-partners under the firm name of QUAYLE BROTHERS, and A. O. TREGANZA, parties of the second part, WITNESSETH:

WHEREAS, the parties hereto did on the 5th day of October, 1936, enter into a certain agreement, which said agreement is on file in the office of the City Clerk of said City, and bears Document No. 300437, and is recorded in Book 9, at page 271, of the records of said City and bears Document No. 300437, and is recorded in Book 9, at page 271, of the records of said City Clerk, whereby the parties of the second part were employed and retained to render architectural services to the City, including the preparation of working plans, studies, drawings and specifications for the construction of Police Headquarters, City Jail and City Police Court, in The City of San Diego; and

WHEREAS, the parties of the second part have faithfully performed all of the services required by said contract to be performed by them up to the date hereof, and have at the suggestion and with the consent of the City Manager accelerated the preparation of specifications, large scale and full size detail drawings, beyond the rate of progress contemplated by said agreement; and

WHEREAS, it is the mutual desire of the parties hereto to amend the said contract in the particulars hereinafter recited;

NOW, THEREFORE, in consideration of the premises, the parties hereto do hereby agree as follows:

That paragraph No. "(2)", beginning on page 2 and ending on page 3, shall be and the same is hereby modified and amended to read as follows:

"(2) In addition to the preliminary work referred to in paragraph (1) of this agreement, the 'Owner' does hereby retain the 'Architects' to render the usual professional services rendered by architects in connection with the construction of Police Headquarters, City Jail and City Police Court upon said site, including the preparation and furnishing of large scale and full size detail drawings, responsible architectural supervision of the work during construction, and the giving of such architect's certificates as may be required, together with the preparation of such additional detail specifications, forms of proposals and contracts as may be necessary for the letting of a contract by the 'Owner' for the construction of said buildings; the keeping of accounts, and the general administration of the business and supervision of the construction work.

For such additional services, the 'Owner' will pay and the 'Architects' will accept, as full compensation therefor, a sum of money equal to seven per cent (7%) of the actual cost of the construction work ordered by and performed for the 'Owner,' less the sum of twenty-five hundred dollars ($2500.00) provided to be paid to the 'Architects' under the provisions of paragraph (1) of this agreement. The actual cost of the work as herein referred to means the cost to the 'Owner,' but such cost shall not include any architect's or engineer's fees or reimbursements, or the cost of a Clerk-of-the-Works.

Payment to the 'Architects' up to seventy-five per cent (75%) of the total amount of the compensation in this paragraph provided for shall be made as follows:

Twenty-five hundred dollars ($2500.00) when detail specifications, large scale and full size detail drawings necessary for the letting of a contract by the 'Owner' for said buildings shall, in the judgment of the City Manager, have been seventy-five per cent (75%) completed.

Upon the awarding and execution of a construction contract for the work, a sum equal to one and one-half per cent (1-1/2%) of the contract price; and thereafter the balance of said seventy-five per cent (75%) shall be paid in equal monthly installments computed over the construction period; the first of which said installments shall be payable one month after actual construction work upon said buildings begins, and a like sum each month thereafter while actual construction is in progress until seventy-five per cent (75%) of the total fee or compensation shall have been paid. The remaining twenty-five per cent (25%) shall not become due and payable until the formal acceptance of the buildings by the 'Owner' and until a release of all claims by the 'Owner' under and by virtue of this agreement, in so far as it covers and relates to architectural supervision during construction, shall have been executed by the 'Architects,' 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 of the State of California. Final payment will then 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 'Architects.'"

In all other particulars said contract of October 5, 1936, shall be and remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be signed by the City Manager and attested by its City Clerk, as party of the first part, and the parties of the second part have hereunto subscribed their names the day and year first hereinabove written.

This agreement is executed in three (3) parts, each one of which shall be deemed to be an original.

THE CITY OF SAN DIEGO,
Party of the first part.
By R. W. FLACK, City Manager

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

CHARLES QUAYLE
EDWARD QUAYLE
Doing business as co-partners under the name of QUAYLE BROTHERS
A. O. TREGANZA,
Parties of the second part.

I hereby approve the form of the foregoing Amendment to Agreement, this 13th day of February, 1937.

D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

CERTIFICATE OF AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract between The City of San Diego and Quayle Bros. and Treganza for architectural services in connection with the proposed construction of a City Jail and Police Headquarters, as the same is proposed to be amended by agreement dated March 10, 1937, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do further certify, in conformity with the requirements of Section 80 of the Charter of said City, that sufficient moneys to meet the obligation of said contract, as amended, 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 this 10th day of March, 1937.

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 Amended Agreement with Quayle Brothers and A. O. Treganza, re preparation of plans, etc., for construction of Police Headquarters, etc.; being Document No. 301793.

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

KNOW ALL MEN BY THESE PRESENTS, That we, R. E. HAZARD & SONS, a corporation organized and existing under and by virtue of the State of California, 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 existing under and by virtue of the laws 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 ONE THOUSAND SIX DOLLARS ($1006.00), 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 March, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 6th day of March, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

750 Tons Asphaltic Base, and
450 Tons Asphaltic Wearing Surface, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301177.

NOW, THEREFORE, if 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) ATTEST:
D. A. DUNBAR

R. E. HAZARD & SONS, Principal
By R. E. HAZARD, Pres.
PACIFIC INDEMNITY COMPANY
By R. B. SPICER, Attorney in fact

(SEAL) ATTEST:
TULA AABERG

I HEREBY APPROVE the form of the foregoing bond this 8 day of March, 1937.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

C O N T R A C T

THIS AGREEMENT, made and entered into this 11th day of March, 1937, 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, party of the first part, hereinafter sometimes designated as the City, and R. E. HAZARD & SONS, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

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

750 Tons Asphaltic Base, and
450 Tons Asphaltic Wearing Surface, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301177.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Four Thousand Twenty-three Dollars ($4023.00). 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 material by the Port Director of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four Thousand Twenty-three Dollars ($4023.00) as follows:

Upon delivery of said material, and the acceptance of the same by the Port Director 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 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 Port Director 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 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 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 Harbor Commission of said City, pursuant to and under Resolution No. 65535 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers 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

(SEAL) ATTEST:
D. A. DUNBAR

R. E. HAZARD & SONS, Contractor
By R. E. HAZARD, Pres.

I HEREBY APPROVE the form of the foregoing contract, this 8 day of March, 1937.
D. L. AULT, 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 R. E. Hazard & Sons, for Asphalt material; being Document No. 301811.

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, Union Oil Co. of Calif. are the owners of Lots C, B & A Block 167 Subdivision Horton's Addition, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of February, 1937, by Union Oil Co. of Cal. that they will, for and in consideration of the permission granted them to remove 24 feet of curbing on Newton Ave. adjacent to the above described property, bind___to, and___hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 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.

UNION OIL CO. OF CALIF, Owner's Name
by J. D. NESBITT
1521 National Ave., San Diego, Calif.
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 20 day of Feb., A.D. Nineteen Hundred and 37, before me, C. M. DOWNEY, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. D. Nesbitt 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. M. DOWNEY
Notary Public in and for the County of San Diego, State of California

(SEAL)
My Commission Expires Aug. 12, 1938

RECORDED FEB 25 1937 30 min. past 9 A.M. in Book 616 at Page 418 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
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 Curb Removal Agreement, from Union Oil Co. of Calif; being Document No. 301492.

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

A G R E E M E N T

WHEREAS, R. V. Menifee is the owner of 735 - 6th Avenue Lots C&D Block 71 Subdivision Horton's Add., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 23rd day of February, 1937, by R. V. Menifee that he will, for and in consideration of the permission granted him to remove 45 feet of curbing on Sixth street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

R. V. MENIFEE, Owner's Name
745 Sixth Ave., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 23rd day of February, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. V. Menifee known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)

RECORDED FEB 25 1937 30 min past 9 A.M. in Book 627 at Page 43 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.
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 Curb Removal Agreement from R. V. Menifee; being Document No. 301495.

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

A G R E E M E N T

WHEREAS, (MRS.) MARIE DUDACEK is the owner of Lots 28, 29, 30 Block 209 Subdivision Hoels Subdv. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of February, 1937, by (Mrs. Marie Dudacek that she will, for and in consideration of the permission granted her to remove 40 feet of curbing on Main street adjacent to the above described property, bind herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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.

MARIE DUDACEK, Owner's Name
3234 K Street, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 20th day of February, A.D. Nineteen Hundred and Thirty-seven, before me, R. E. Berry a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marie Dudacek 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires
March 9th 1938

RECORDED FEB 25 1937 30 min past 9 A.M. in Book 627 at Page 42 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.
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 Curb Removal Agreement from Marie Dudacek; being Document No. 301498.

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

A G R E E M E N T

WHEREAS, John O. Dahlgren and Robert N. Dahlgren are the owners of Lots 42-43-44 Block 209 Subdivision Hoel's, San Diego, California and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 19th day of February, 1937, by John O. Dahlgren that we will, for and in consideration of the permission granted us to remove 55 feet of curbing on Main St. street adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on us, our 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.

JOHN O. DAHLGREN
ROBERT N. DAHLGREN, Owner's Name
2009 Que St. N.W. Washington, D.C.
Address

Washington D.C.) ss

On this 19th day of February, A.D. Nineteen Hundred and 37, before me, Raymond J. Hayden a Notary Public in and for said District, residing therein, duly commissioned and sworn, personally appeared John O. Dahlgren and Robert N. Dahlgren known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in Washington, D.C., the day and year in this certificate first above written.

RAYMOND J. HAYDEN
(SEAL) Notary Public in Washington, District of Columbia

RECORDED MAR 4 1937 22 min past 9 A.M. in Book 614 at page 434 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.
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 Curb Removal Agreement from John O. Dahlgren and Robert N. Dahlgren; being Document No. 301521.

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

A G R E E M E N T

WHEREAS, THE FIRST NATIONAL TRUST & SAVINGS BANK OF SAN DIEGO is the owner of Lot A & B Block 196 Subdivision Hortons Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of March, 1937, by THE FIRST NATIONAL TRUST & SAVINGS BANK OF SAN DIEGO that we will, for and in consideration of the permission granted to remove 30 feet of curbing on Ash & Front Sts. street adjacent to the above described property, bind___to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on our 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 FIRST NATIONAL TRUST AND SAVINGS BANK OF SAN DIEGO
Owner's Name

R. C. EASOM, V.P.

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 4th day of March, 1937 before me, A. F. Butler a Notary Public in and for said County and State, personally appeared R. C. Easom known to me to be the Vice-President, and __known to me to be the Assistant Cashier of The First National Trust and Savings Bank of San Diego, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

A. F. BUTLER
Notary Public in and for said County and State

My Commission Expires
Jan. 13, 1939.

RECORDED MAR 11 1937 22 min past 2 P.M. in Book 626 at page 294 of Official Records, San Diego Co., Cal. Recorded at request of Grantee

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

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 Curb Removal Agreement from The First National Trust and Savings Bank of San Diego; being Document No. 301713.

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

By August M. Hadatsom Deputy.

A G R E E M E N T

WHEREAS, John C. Weiss is the owner of Lots 14-15-16 Block 9 Subdivision Alhambra Park, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of March, 1937, by John Weiss that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Altadena street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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 John C. Weiss, 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.

JOHN C. WEISS, Owner's Name
3701 El Cajon Ave., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 10th day of March, A.D. Nineteen Hundred and Thirty-seven, before me, J. K. Durrill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John C. Weiss 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

J. K. DURRILL

(SEAL)

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

RECORDED MAR 16 1937 35 min past 9 A.M. in Book 634 at Page 108 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 Curb Removal Agreement from John C. Weiss; being Document No. 301814.

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

By August M. Hadatsom Deputy

A G R E E M E N T

WHEREAS, San Diego Federal Savings & Loan Association are, is the owner of Lots 19 & 20 Block 253 Subdivision West Arlington Addition to San Diego, Calif., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9th day of Feb., 1937, by S.D. Federal Sav. & Loan Association that we will, for and in consideration of the permission granted us to remove 15 feet of curbing on Main St. street adjacent to the above described property, bind ourselves to and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on ourselves, our 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.

SAN DIEGO FEDERAL SAVINGS & LOAN ASSOCIATION
Owner's Name
R. E. HEGG,
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 9th day of February, A.D. Nineteen Hundred and 37, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. E. Hegg 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.

A. J. RYAN
(SEAL) Notary Public in and for the County of San Diego,
My Commission Expires March 30, ___ State of California.

RECORDED MAR 30 1937 ___min past 10 A.M. in Book 626 at Page 496 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 Curb Removal Agreement from San Diego Federal Savings & Loan Association; being Document No. 302016.

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

A G R E E M E N T

WHEREAS, C. W. Gilbert are, is the owner of 3676 Main St. Lot 19 & 20 Block 254 Subdivision Hoel's and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of February, 1937, by C. W. Gilbert that I will, for and in consideration of the permission granted me to remove 10' feet of curbing on Main St. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

C. W. GILBERT, Owner's Name
3676 Main St., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 4th day of February, A.D. Nineteen Hundred and Thirty Seven before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. W. Gilbert known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED MAR 30 1937 __min past 10 A.M. in Book 625 at Page 449 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.
C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb removal agreement with C. W. Gilbert; being Document No. 302012.

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

A G R E E M E N T

WHEREAS, Horace V. Lerwill and Frances M. Lerwill are the owners of Lots 33,34,35 and 36 Block 213 Subdivision West Arlington Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20th day of February, 1937, by Horace V. Lerwill and Frances M. Lerwill that they will, for and in consideration of the permission granted them to remove 45 feet of curbing on Main street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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.

FRANCES M. LERWILL, Owner's Name
HORACE V. LERWILL, 3482 Filbert St.,
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 20th day of February, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Horace V. Lerwill and Frances M. Lerwill known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my

RECORDED MAR 30 1937 __min past 10 A.M. in Book 625 at page 450 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.
C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

A G R E E M E N T

WHEREAS, Curtis Graham is the owner of 3693 Main Street, Lots 28,29&30 Block 211 Subdivision Hoels Subdivision and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 25th day of February, 1937, by Curtis Graham that he will, for and in consideration of the permission granted him to remove 45 feet of curbing on Main street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

CURTIS GRAHAM, Owner's Name
3693 Main Street, Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 25th day of February, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Curtis Graham known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED MAR 30 1937 __min past 10 A.M. in Book 629 at Page 342 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.
W. J. McCARTHY
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 Curb removal agreement with Curtis Graham; being Document No. 302010.

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

A G R E E M E N T

WHEREAS, C. A. Hyatt and Lula R. Hyatt are the owners of Lots 33 to 38 Block 212 Subdivision West Arlington and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of February, 1937, by C. A. Hyatt and Lula R. Hyatt that we will, for and in consideration of the permission granted us to remove 43 feet of curbing on Main street adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on us, our 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.

C. A. HYATT and LULA R. HYATT, Owner's Name

3549 Main Street, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 3rd day of February, A.D. Nineteen Hundred and Thirtyseven, before me, E. H. Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. A. Hyatt and Lulu R. Hyatt known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

E. H. BROOKS

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

RECORDED MAR 30 1937 min past 10 A.M. in Book 629 at Page 343 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.

W. J. McCARTHY
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 Curb Removal Agreement from C. A. and Lula R. Hyatt; being Document No. 302011.

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, Anna Kushman are, is the owner of Lot 8-9-10 Block 254 Subdivision Hoel's Sub and, 3 iron outlet rain water pipe discharging water into street

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 24 day of Feb., 1937, by Anna Kushman that she will, for and in consideration of the permission granted her to remove 45 feet of curbing on Main street adjacent to the above described property, bind her to, and she hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or oblitation 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 of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ANNA KUSHMAN, Owner's Name
3636 Main St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 24 day of Feb., A.D. Nineteen Hundred and 37, before me, P. A. NAUMAN a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Anna Kushman 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

P. A. NAUMAN

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

RECORDED MAR 30 1937 min past 10 A.M. in Book 638 at page 97 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.

I. W. M. SAMPLE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb removal agreement with Anna Kushman; being Document No. 302014.

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, John Petronovich is the owner of Navajo Service Station Lot 25-26-27 Block 213 Subdivision West Arlington and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 13 day of February, 1937, by John Petronovich that I will, for and in consideration of the permission granted me to remove 45 feet of curbing on Main St. street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

JOHN PETRONOVICH, Owner's Name
3489 Main St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 13th day of February, A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Petronovich known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED MAR 30 1937 __min past 10 A.M. in Book 638 at page 96 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.
I. W. M. SAMPLE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal agreement from John Petronovich; being Document No. 302015.

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

A G R E E M E N T

WHEREAS, Carl H. Lukkason are, is the owner of Lot 1,2,3 Block 254 Subdivision Hoel's and Guions and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of February, 1937, by Carl H. Lukkason that he will, for and in consideration of the permission granted himself to remove 45 feet of curbing on Main street adjacent to the above described property, binds himself to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego Directs him so to do, and comply therewith at his own exepense 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.

CARL H. LUKKASON, Owner's Name
3600 Main St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 10th day of February, A.D. Nineteen Hundred and Thirty-seven, before me, E. H. Brooks a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carl H. Lukkason 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) E. H. BROOKS
Notary Public in and for the County of San Diego, State of California

RECORDED MAR 30 1937__min past 10 A.M. in Book 627 at page 377 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.
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 Curb removal agreement from Carl H. Lukkason; being Document No. 302017.

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

A G R E E M E N T

WHEREAS, H. C. Shreve is the owner of Lot 32 Block 212 Subdivision West Arlington Addition to San Diego, Calif. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9th day of Feb., 1937, by H. C. Shreve that I will, for and in consideration of the permission granted me to remove 25 feet of curbing on Main street adjacent to the above described property, bind me to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

H. C. SHREVE, Owner's Name
3577 Main St. S.D., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 9th day of February, A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. C. Shreve 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 MAR 30 1937 min past 10 A.M. in Book 627 at page 376 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.
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 Curb removal agreement from H. C. Shreve; being Document No. 302018.

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

A G R E E M E N T

WHEREAS, William Farrell and Margaret Farrell are the owners of Lots 28,29,30,31 and 32 Block 213 Subdivision West Arlington Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of February, 1937, by William Farrell and Margaret Farrell that they will, for and in consideration of the permission granted them to remove 80 feet of curbing on Main street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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.

WM. FARRELL, Owner's Name
MARGARET FARRELL, 3475 Main St., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 11th day of February, A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared William Farrell and Margaret Farrell known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

RECORDED MAR 30 1937 min past 10 A.M. in Book 636 at Page 179 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.
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 Curb removal agreement with William Farrell and Margaret Farrell; being Document No. 302019.

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

A G R E E M E N T

WHEREAS, N. C. Lollich is the owner of Lots 13 & 14 Lot__Block 253 Subdivision West Arlington and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Counci; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 16th day of February, 1937, by N. C. Lollich that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Main street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

N. C. LOLLICH, Owner's Name
2106 Irving Ave., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this 16th day of February, A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared N. C. Lollich known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED MAR 30 1937 __min past 10 A.M. in Book 636 at Page 178 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.
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 Curb removal agreement, from N. C. Lollich; being Document No. 302020.

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

A G R E E M E N T

WHEREAS, Harold Hollenbeck is the owner of 3592 Main Street, being portion of Lots 23 & 24 Block 253 Subdivision West Arlington Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of March, 1937, by Harold Hollenbeck that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on Main street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

HAROLD HOLLENBECK, Owner's Name
STAR ROUTE, Lakeside, Calif., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 4th day of March, A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold Hollenbeck 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 MAR 30 1937 __min past 10 A.M. in Book 641 at page 25 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.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb removal agreement from Harold Hollenbeck; being Document No. 302021.

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

A G R E E M E N T

WHEREAS, Carlos M. Bermudes is the owner of 3786 Main Street Lots 18&19 Block 256 Subdivision Hoel's Sub. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 25th day of February, 1937, by Carlos M. Bermudes that he will, for and in consideration of the permission granted him to remove 25 feet of curbing on Main street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

CARLOS M. BERMUDES, Owner's Name
3786 Main St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 25th day of February A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carlos M. Bermudes 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 MAR 30 1937 —min past 10 A.M. in Book 641 at page 23 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.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal agreement from Carlos M. Bermudes; being Document No. 302022.

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

A G R E E M E N T

WHEREAS, Charles Simmons is the owner of Business property on Lots 33, 34, 35, 36 Block 209 Subdivision Holes and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9th day of March, 1937, by Charles Simmons that he will, for and in consideration of the permission granted him to remove 40 feet of curbing on Main street adjacent to the above described property, bind__to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

CHARLES SIMMONS, Owner's Name
3781 Main St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 9th day of March, A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles Simmons 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 MAR 30 1937 10 A.M. in Book 635 at page 198 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.
SULLIVAN #5
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 Curb removal agreement from Charles Simmons; being Document No. 302023.

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

KNOW ALL MEN BY THESE PRESENTS, That we, H. G. FENTON MATERIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California as Principal, and PACIFIC INDEMNITY COMPANY, a body corporate, duly incorporated under the laws of the State of California, and athorized 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 Calif., as surety, are jointly and 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 FORTY-EIGHT DOLLARS ($648.00), 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 March, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 5th day of March, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1735 Tons Quarry Strippings, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301177.

NOW, THEREFORE, if 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.

H. G. FENTON MATERIAL COMPANY
By RODNEY HERMON, Vice Pres.

(SEAL) ATTEST:
D. O. LOCKMAN, JR.

PACIFIC INDEMNITY COMPANY
By R. D. SPICER, 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-seven, 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 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)

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

My Commission Expires Aug. 4, 1940

I HEREBY APPROVE the form of the foregoing bond this 5 day of March, 1937

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this___day of March, 1937.

_____
City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of March, 1937, 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, party of the first part, hereinafter sometimes designated as the City, and H. G. FENTON MATERIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1735 Tons Quarry Strippings, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301177.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Two Thousand Five Hundred Ninety-one and 22/100 Dollars ($2591.22) 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 material by the Port Director of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand Five Hundred Ninety-one and 22/100 Dollars ($2591.22), as follows:

Upon delivery of said material, and the acceptance of the same by the Port Director 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 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 Port Director 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 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 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 Harbor Commission of said City, pursuant to and under Resolution No. 65534 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By RUFUS CHOATE
R. F. VAN DEMAN
EMIL KLICKA
Members of the Harbor Commission

(SEAL) ATTEST:
D. O. LOCKMAN, JR.

H. G. FENTON MATERIAL COMPANY,
Contractor
By RODNEY HERMON, Vice Pres.

I HEREBY APPROVE the form of the foregoing contract, this 5 day of March, 1937.
D. L. AULT, 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 H. G. Fenton Material Co., for Quarry Strippings; being Document No. 301813.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hradstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, AMERICAN CONCRETE & STEEL PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as Principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of 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 THOUSAND ONE HUNDRED FORTY-ONE DOLLARS ($1141.00), 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 March, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 18th day of March, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

524 ft. 36" centrifugally spun reinfd. concrete pipe
580 " 30" " " " " "
120 " 48" " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said city under Document No. 301393.

NOW, THEREFORE, if 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.

AMERICAN CONCRETE & STEEL PIPE COMPANY
Principal

ATTEST:
M. H. ARNOLD

By B.J.PRIMMER, Dist. Mgr.

(SEAL)
MAY SHANNON

FIDELITY & DEPOSIT COMPANY OF MARYLAND
By H. G. MALM, Attorney-in-Fact
By M. H. ARNOLD, Agent

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 18th day of March, 1937, before me, MAY SHANNON, 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.

MAY SHANNON
(SEAL)
My Commission Expires
Nov. 14, 1940.
Notary Public in and for the State of California, County of San Diego

I HEREBY APPROVE the form of the foregoing bond this 19th day of March, 1937.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 22 day of March, 1937.
R. W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into this 18 day of March, 1937, 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 AMERICAN CONCRETE & STEEL PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, 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:

524 ft. 36" centrifugally spun reinfd. concrete pipe
580 " 30" " " " " "
120 " 48" " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301393.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Four Thousand Five Hundred Sixty and 84/100 Dollars ($4560.84). 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 material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four Thousand Five Hundred Sixty and 84/100 Dollars ($4560.84), as follows:

Upon 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 a release shall have been executed and filed as herein-after 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 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 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 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65640 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
AMERICAN CONCRETE & STEEL PIPE COMPANY,
Contractor
By B. J. PRIMMER, Dist. Mgr.

ATTEST:
M. H. ARNOLD

I HEREBY APPROVE the form of the foregoing contract, this 19th day of March, 1937.
D. L. AULT, 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 American Concrete & Steep Pipe Company for concrete pipe; being Document No. 301905.

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

L E A S E

THIS AGREEMENT, made and entered into this 16th day of March, 1937, 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, County of San Diego, State of California, known as 1769 Front Street, for a term of two (2) years, beginning on the 1st day of March, 1937 and ending on the 1st day of March, 1939, 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 1st 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 or purposes.

(2) That immediately upon the execution of this lease Lessee, at his own expense, will do or cause to be done the following work and improvements upon said premises, to-wit:

Paint the bath rooms.
Cover shower stall walls with metal,
Remove all gas plates and cooking utensils from sleeping rooms,
Rat proof kitchen floor
Install hood over gas plates
Cover wall back of plates with metal, and
Paint wood work in kitchen

All of said work shall be performed to the satisfaction of the Health Department of The City of San Diego.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(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.

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,
By R. W. FLACK, City Manager - Lessor
A. E. WILLIAMS, Lessee

I hereby approve the form of the foregoing Lease this 13th day of March, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with A. E. Williams; being Document No. 301916.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By [signature] 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 NINE DOLLARS ($409.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of March, 1937.

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, 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,
By PAUL WOLCOTT, Resident Vice President
Surety

(SEAL) ATTEST:
E. L. TOLSON, Resident Assistant Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 23rd day of March, in the year nineteen hundred thirty-six, 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 30th day of March, 1937.
D. L. AULT, 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. 65583 passed and adopted on the 9th day of March, 1937, require and fix the sum of $409.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 30th day of March, 1937, 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, 1937, to-wit, to and including March 15, 1938.

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 19, 1936 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Six Hundred Thirty-five Dollars ($1635.00) 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."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Thirty-five Dollars ($1635.00), shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Six Hundred Thirty-five Dollars ($1635.00).

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 P. J. BENBOUGH
A. W. BENNETT
RAYMOND M. WANSLEY
WALTER C. WURFEL
HARRY WARBURTON
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 30th day of March, 1937.
D. L. AULT, 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 for University Avenue Lighting District No. 2; being Document No. 301966.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Hedstrom Deputy.

A G R E E M E N T

WHEREAS, Mary Peacock are, is the owner of Lots (20) Twenty, Twenty-one (21) and twenty two (22) Block 256 Subdivision Hoel's Subdivision, City of San Diego, California and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9th day of March, 1937, by Mary Peacock that she will, for and in consideration of the permission granted her to remove 39 feet of curbing on Main Street street adjacent to the above described property, bind her to, and she hereby these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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 her, 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.

MARY PEACOCK, Owner's Name
3790 Main Street, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 9th day of March, A.D. Nineteen Hundred and thirty-seven, before me, H. Philip Scheuerman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Peacock 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

My Commission expires
Nov. 7, 1937

RECORDED MAR 30 1937, 10 A.M. in Book 635 at Page 198 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.

SULLIVAN #5
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 Curb removal Agreement with Mary Peacock; being Document No. 302024.

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

A G R E E M E N T

WHEREAS, H. C. Masters is the owner of Lots 1,2,3,4 and 5 Block 257 Subdivision Haydens Add., City of San Diego, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohbit the removal of any curbing or the installation of any driveway of any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8th day of March, 1937, by H. C. Masters that I will, for and in consideration of the permission granted me to remove 35 feet of curbing on Main street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my 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.

H. C. MASTERS, Owner's Name
3866 Main St., San Diego, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 8th day of March, A.D. Nineteen Hundred and thirty-seven, before me, Lila Williams a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. C. Masters 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

LILA WILLIAMS

(SEAL)

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

RECORDED MAR 30 1937 __min past 10 A.M. in Book 639 at Page 47 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.

H. 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 Curb Removal Agreement from H. C. Masters; being Document No. 302025.

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

A G R E E M E N T

WHEREAS, H. C. Masters are, is the owner of Lots 3,4 Lot__Block 253 Subdivision West Arlington, City of San Diego and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8th day of March, 1937, by H. C. Masters that I will, for and in consideration of the permission granted me to remove 12 feet of curbing on Main street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my 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.

H. C. MASTERS, Owner's Name
3866 Main St., San Diego, Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 8th day of March, A.D. Nineteen Hundred and thirty-seven before me, Lila Williams a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. C. Masters 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED MAR 30 1937__min. past 10 A.M. in Book 639 at Page 46 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.
H. 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 Curb Removal Agreement from H. C. Masters; being Document No. 302026.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 16th day of March, 1937, 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 CHAS. R. McCORMICK LUMBER 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, particularly described as follows, to-wit:

> All that Bay area lying within a strip 60 feet in width between the U.S. Bulkhead Line and the U.S. Pierhead Line, as said lines are now established for the Bay of San Diego; the center line of said 60 foot strip being described as follows: Beginning at a point on the said U.S. Bulkhead Line distant 127.29 feet south 56° 51' east from said Bulkhead Line Station No. 185; thence south 39° 17' west to an intersection with said U. S. Pierhead Line.

The lands hereinabove described being shown on the map or 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 lessee for a period of five (5) years, beginning on the 1st day of March, 1937, and ending on the 28th day of February, 1942, unless sooner terminated as herein provided, at and for the rental of fifty dollars ($50.00) per month; all rentals hereunder to 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 only and exclusively for the purpose of maintaining a wharf thereon for loading and unloading of ships, lighters and shipping crafts, and shipping lumber for said lessee, and in conveying from the same all kinds of merchandise, freight and material to and from the waters of the Bay of San Diego, and for the construction

and maintenance thereon of railroad tracks and machinery for facilitating the loading and unloading of said ships, lighters and shipping craft.

(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) That said City reserves the right to make such improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general 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 its own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(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 the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall 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 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.

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.

CHAS. R. McCORMICK LUMBER CO. OF DELAWARE
Lessee
(SEAL)
By F. C. TALBOT, Vice President
By JAS. S. BROWN, Secy.

I hereby approve the form of the foregoing Lease, this 16 day of February, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Chas. R. McCormick Lumber Co. of Delaware (except Resolution No. 65539 of the City of San Diego, attached thereto); being Document No. 302143.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 31st day of March, 1937, 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:

SE 1/4 of Section 22; SW 1/4 of the SW 1/4 of Section 16; E 1/2 of the NE 1/4 of Section 17; all in Township 12 South, Range 2 East, S.B.B.&M., being 280 acres of land, more or less.

PARCEL NO. 2:

SE 1/4 of the SE 1/4 of Section 16; E 1/2, SW 1/4, S 1/2 of the NW 1/4 and NW 1/4 of the NW 1/4 of Section 21; SW 1/4 of the NW 1/4 and NW 1/4 of the SW 1/4 of Section 22; SW 1/4 of the NW 1/4 of Section 26; N 1/2 of the SW 1/4, NW 1/4 of the SE 1/4 and N 1/2 of Section 27; NE 1/4 of the SE 1/4 and N 1/2 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: NE 1/4 of the NW 1/4 of Section 21; SE 1/4 of the SW 1/4 of Section 22; NE 1/4 of the SW 1/4, W 1/2 of the SE 1/4 and SE 1/4 of the SE 1/4 of Section 28, Township 12 South, Range 2 East, S.B.B.&M., being 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, 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 5th day of March, 1937, and ending on the 4th day of March, 1940, at a yearly rental of Three Hundred Five Dollars ($305.00), payable yearly in advance.

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

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;

(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) Lessor reserves the right to make engineering, investigations, core drilling, tunneling, test pits or any work incidental to the proper determination of dam location and formation of bedrock material;

(f) Lessor reserves all timber, sand, gravel, oil and mineral rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights;

(g) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of said lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the demised premises, together with all improvements thereon, and each and every part thereof, without demand or notice, and 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;

(h) 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.

(i) 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.

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, this lease is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 65721 of the Council, authorizing such execution, and the 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

CLETO VEDOVA, Lessee

I hereby approve the form of the foregoing Lease, this 23d day of March, 1937
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Cleto Vedova; being Document No. 302160.

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

KNOW ALL MEN BY THESE PRESENTS, That we, L. J. NEUNER, doing business as Neuner Bros., as Principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws 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 SEVENTY-FIVE DOLLARS ($175.00), 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 5th day of April, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 5th day of April, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City -

1 - Ford V8 Sedan delivery truck, Model 77-85 HP with 600-16 6 ply tires and extra seat,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

NOW, THEREFORE, if 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 day of April, 1937.

L. J. NEUNER, Doing business as Neuner Bros., Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

(SEAL)

By GEO. H. MURCH, Attorney in Fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 5th day of April, before me, Marston Burnham, in the year one thousand nine hundred and thirty-seven, 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.

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

(SEAL)
My Commission Expires
April 27, 1938.

I HEREBY APPROVE the form of the foregoing bond this 6th day of April, 1937.

D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 7th day of April, 1937.

R. W. FLACK, City Manager.

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of April, 1937, 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 L. J. NEUNER, doing business as Neuner Bros., 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:

1 - Ford V8 Sedan delivery truck, Model 77-85 HP with 600-16 6 ply tires and extra seat,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

Said contractor further agrees to furnish and deliver said equipment hereinabove hereinabove described at and for the price of SIX HUNDRED NINETY-NINE and 37/100 Dollars ($699.37). 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 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 SIX HUNDRED NINETY-NINE and 37/100 Dollars ($699.37), 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 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 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 performed 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65755 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 as Neuner Bros., Contractor

I HEREBY APPROVE the form of the foregoing contract, this 6th day of April, 1937.
D. L. AULT, 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 L. J. Neuner, Doing business as Neuner Bros.; being Document No. 302203.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Gadstrom Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, J. R. TOWNSEND COMPANY, 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 FIVE HUNDRED NINETY-FIVE DOLLARS ($595.00), 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 April, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 5th day of April, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1 2-3 ton Cab-forward truck; and
1 4-door Studebaker Dictator Sedan, without trunk,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the ahove 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 COMPANY, INC., Principal
By J. R. TOWNSEND, Pres.

(SEAL) ATTEST:
P. E. FRESE, Secy.

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 5th day of April in the year one thousand nine hundred and thirty-seven, 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 acknolwedged to me that such Corporation executed the same.

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

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

(SEAL)
My Commission will Expire 1-12-38

I HEREBY APPROVE the form of the foregoing bond this 6th day of April, 1937.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE THE FOREGOING bond this 7th day of April, 1937.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 5th day of April, 1937, 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 J. R. TOWNSEND COMPANY, Inc., 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:

1 2-3 ton cab-forward truck; and
1 4-door Studebaker Dictator Sedan, without trunk

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

Said contractor further agrees to furnish and deliver said equipment hereinabove hereinabove described at and for the price of Two Thousand Two Hundred Ninety-eight and 90/100 Dollars ($2,298.90). 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 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 Two Hundred Ninety-eight and 90/100 Dollars ($2,298.90), 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 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 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 performed 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65755 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

(SEAL) ATTEST:
P. E. FRESE, Secy.

J. R. TOWNSEND COMPANY, Contractor
By J. R. TOWNSEND, Pres.

I HEREBY APPROVE the form of the foregoing contract, this 6th day of April, 1937.
D. L. AULT, 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 Company; being Document No. 302204.

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

KNOW ALL MEN BY THESE PRESENTS, That we, CAMPBELL CHEVROLET COMPANY, a co-partnership organized and existing under and by virtue of the laws of the State of___, as Principal, and GLOBE INDEMNITY COMPANY, a corporation organized and existing under and by virtue of 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 FIVE HUNDRED EIGHTY-THREE DOLLARS ($583.00), 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 April, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 5th day of April, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

4 - 1937 Chevrolet Pick-Up trucks with closed cabs, with 112" wheelbase,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

NOW, THEREFORE, if 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 K. W. STOTT, Sec'y-Treas.

GLOBE INDEMNITY COMPANY, Surety
By L. DOSTER
By E. K. JAMES, Attorneys-in-fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 5th day of April in the year one thousand nine hundred and thirty-seven, 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 8th day of April, 1937.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney.

I HEREBY APPROVE THE FOREGOING bond this 8th day of April, 1937.
R. W. FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 5th day of April, 1937, 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 CAMPBELL CHEVROLET COMPANY, a co-partnership, 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:

4 - 1937 Chevrolet Pick-Up trucks with closed cabs, with 112" wheelbase,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

Said contractor further agrees to furnish and deliver said equipment hereinabove hereinabove described at and for the price of Two Thousand Three Hundred Twenty-nine and 12/100 Dollars ($2,329.12). 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 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 Twenty-nine and 12/100 Dollars ($2,329.12), 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 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 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 performed 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65755 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers 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 K. W. STOTT, Sec'y-Treas.

ATTEST:
C. C. GHIO

I HEREBY APPROVE the form of the foregoing contract, this 8th day of April, 1937.
D. L. AULT, 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 Campbell Chevrolet Co.; being Document No. 302212.

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, W. C. Bryant are, is the owner of Lot 12 Block 54 Subdivision S.D. Property Union and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 5 day of April, 1937, by myself that I will, for and in consideration of the permission granted me to remove 22 feet of curbing on Felton St. street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

W. C. BRYANT, Owner's Name
3018 B St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 5th day of April, A.D. Nineteen Hundred Thirty Seven, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. C. Bryant known to me to be the person described in and 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, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)
My Commission Expires
Oct. 28, 1937.

RECORDED APR 14 1937 5 min past 4 P.M. in Book 633 at Page 428 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.
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 Curb Removal Agreement from W. C. Bryant; being Document No. 302226.

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

A G R E E M E N T

WHEREAS, C. Borgerding is the owner of Lot F Block 28 Subdivision Horton's Ad. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9 day of April, 1937, by C. Borgerding that I will, for and in consideration of the permission granted me to remove 12 feet of curbing on Broadway street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, and 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.

C. BORGERDING, Owner's Name
3960 Centre St., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 9th day of April, A.D. Nineteen Hundred and Thirty Seven before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. Borgerding known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED APR 14 1937 5 min past 4 P.M. in Book 633 at Page 412 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.
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 Curb Removal Agreement from C. Borgerding; being Document No. 302227.

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

A G R E E M E N T

WHEREAS, C. Borgerding is the owner of Lot D Block 28 Subdivision Horton's Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9th day of April, 1937, by C. Borgerding that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Twelfth Avenue adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

C. BORGERDING, Owner's Name
3960 Centre St., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 9th day of April, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. Borgerding known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED APR 14 1937 5 min past 4 P.M. in Book 635 at Page 345 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.
SULLIVAN #5
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 Curb Removal Agreement from C. Borgerding; being Document No. 302228.

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

AGREEMENT AMENDING AND EXTENDING
THE TERM OF A LEASE

THIS AGREEMENT, made and entered into this 8th day of April, 1937, by and between RYAN AERONAUTICAL COMPANY, a corporation, party of the first part, and 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, hereinafter sometimes referred to as the City, party of the second part, WITNESSETH:

WHEREAS, the Ryan School of Aeronautics, Ltd., a corporation, now known as Ryan Aeronautical Company, a corporation, party of the first part herein, entered into that certain lease with The City of San Diego, as lessee, bearing date of March 18, 1932, which said lease is on file in the office of the City Clerk of said City as Document No. 275108, and recorded in Book 7, page 272, of the Records of said City Clerk, wherein and whereby the said City leased of and from said party of the first part certain space in an administration air terminal building erected by party of the first part on the itdelands, all as more particularly described in said lease; and

WHEREAS, the parties hereto desire to amend and modify said lease with respect to the term thereof, and the rentals to be paid thereunder, as hereinafter recited;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter set forth, the parties hereto do hereby mutually agree as follows, to-wit:

That the term of said above described lease shall be and is hereby extended for a period of five (5) years from and after the first day of April, 1937; and that the rental reserved and payable under said lease, beginning on the first day of April, 1937, and for the remainder of the extended term hereby provided for, shall be the sum of two hundred dollars ($200.00) per month, payable monthly in advance on the 1st day of each and every calendar month of said extended term. At the expiration of said extended term said City shall have the right at its election to have an additional extension of the term of such period, not exceeding five (5) years, as it may designate, at a rental to be agreed upon and determined at the time this option for an additional extension is exercised by the said City; it being expressly understood and agreed that there is no obligation upon the City to apply for such extension.

That all of the terms and conditions of said hereinabove described lease shall be and remain in full force and effect during the extended term herein provided for, save and except in the respects expressly stated in this agreement.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed and its corporate name and seal to be hereunder affixed by its proper officers thereunto duly authorized, and a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names, as and for the act of said City, the day and year first hereinabove written.

ATTEST:
MARY DALTON

THE RYAN AERONAUTICAL CO.
Party of the first part
By T. CLAUDE RYAN, Pres.

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

I hereby approve the form of the foregoing agreement this 19th day of March, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Amending and Extension The Term of a Lease, with Ryan Aeronautical Company (except Resolution No. 56763); being Document No. 302268.

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

A G R E E M E N T

WHEREAS, C. O. Birney & Carlotta D. Birney are the owners of No. 25' of Lot 11 & So 25' of Lot 12 Lot Block F Subdivision Redland Gardens and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 6th day of April, 1937, by C. O. & Carlotta D. Birney that we will, for and in consideration of the permission granted us to remove 18 feet of curbing on 55th st. street adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on us both, our 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.

C. O. BIRNEY
C. O. & CARLOTTA D. BIRNEY
Owner's Name
CARLOTTA D. BIRNEY
4739 - 55 St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 6th day of April, A.D. Nineteen Hundred and thirty seven, before me, Rodney H. Yale a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. O. & Carlotta D. Birney - C. O. Birney and Carlotta D. Birney known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

(SEAL)
My Commission Expires
Oct. 17, 1940.

RECORDED APR 24 1937 min past 11 A.M. in Book 645 at Page 146 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.
NOLA N. PFAHLER
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 Curb Removal Agreement from C. O. Birney, et ux.; being Document No. 302298.

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

KNOW ALL MEN BY THESE PRESENTS, That we, ELMER B. BELT, doing business under the firm name and style of SQUIRES-BELT MATL. CO. 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 THREE HUNDRED SEVENTY-NINE DOLLARS ($379.00), 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 bind himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of April, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 12th day of April, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City -

3000 - Feet 10" vitrified clay sewer pipe,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301833.

NOW, THEREFORE, if 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 12th day of April, 1937.

ELMER B. BELT
doing business under the firm name and style of SQUARES-BELT MATERIAL COMPANY

(SEAL)
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney in Fact

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 12th day of April 1937, 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 13th day of April, 1937.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 14th day of April, 1937.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this 12th day of April, 1937, 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 ELMER B. BELT, doing business under the firm name and style of SQUIRES-BELT MATERIAL COMPANY, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

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

3000 - Feet 10" vitrified clay sewer pipe, delivery alongside trench at Mission Beach,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301833.

Said contractor further agrees to furnish and deliver said equipment hereinabove described at and for the price of One Thousand Five Hundred Fourteen and 10/100 Dollars ($1514.10) 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 him to be performed, and the acceptance of said 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 Fourteen and 10/100 Dollars ($1514.10), 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 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 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 performed 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65766 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
ELMER B. BELT, Doing business under the firm name and style of SQUIRES-BELT MATL. CO., Contractor

I HEREBY APPROVE the form of the foregoing contract, this 13th day of April, 1937.
D. L. AULT, 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 Squires-Belt Material Co.; being Document No. 302324.
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, C. A. GRAY 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 THREE HUNDRED SEVENTY-EIGHT 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 hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of April, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 10th day of April, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City -

2 - Dodge MD 3/4-ton express, 7-foot body trucks,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

NOW, THEREFORE, if 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 10th day of April, 1937.

C. A. GRAY, Principal
by J. H. BURGER, Mgr.

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

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 10th day of April 1937, 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 13th day of April, 1937.

D. L. AULT, City Attorney

By J. H. McKINNEY, Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 14th day of April, 1937.

R. W. FLACK, City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into this 10th day of April, 1937, 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 C. A. GRAY

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

2 - Dodge MD 3/4-ton express, 7-foot body trucks,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301696.

Said contractor further agrees to furnish and deliver said equipment hereinabove hereinabove described at and for the price of One Thousand Five Hundred Eight and 94/100 Dollars ($1508.94). 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 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 One Thousand Five Hundred Eight and 94/100 Dollars ($1,508.94), 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 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 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 performed 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65755 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 by J. H. BURGER, Mgr.,
Contractor.

I HEREBY APPROVE the form of the foregoing contract, this 13th day of April, 1937.

D. L. AULT, 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 C. A. Gray; being Document No. 302323.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By August M. Hadstrom Deputy.

CONTRACT N52m-810
APPROVED BY SECRETARY OF THE NAVY
26 MARCH, 1937
FORM OF RENEWAL OF GOVERNMENT LEASE
Subject to an Appropriation by the Congress
LEASE BETWEEN THE CITY OF SAN DIEGO, CALIFORNIA and THE
UNITED STATES OF AMERICA

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. N52m-810 dated November 30, 1927 between The City of San Diego, California, and the United States of America for premises, viz: below-described terrain situated in the City of San Diego, County of San Diego, State of California, described as follows:

The southeast quarter of Pueblo Lot 1300; the northeast quarter of Pueblo Lot 1300; the west three hundred (300) feet of Pueblo Lot 1309; all of Pueblo Lot 1310; all of that portion of Pueblo Lot 1311 lying east of the Rose Canyon Road; all of that portion of Pueblo Lot 1314 lying south of the Miramar Road; all that portion of Pueblo Lot 1315 lying south of the Miramar Road; the west three hundred (300) feet of Pueblo Lot 1316 lying south of the Miramar Road; of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pascoe in 1870, on file in the office of the City Clerk of said City, the United States of America this 14th day of April, 1937, elects to renew the said lease for the period of ONE YEAR, from and after June 30, 1937 and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning July 1, 1937 and ending June 30, 1938.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA,
By E. C. LONG,
Lt. Col., A.Q.M., U.S.M.C., Depot
Quartermaster (Official title)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Pueblo Lands lease with the United States Marine Corps, for Rifle Range; being Document No. 302325.

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

A G R E E M E N T

WHEREAS, Doris E. Reynolds and Wm. H. Crofton are, is the owners of Lot K Block #6, Hortons Ad; (vacant) Lot K Block 6 Subdivision Hortons ad to the city of San Diego and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this Eight day of April, 1937; by Doris E. Reynolds and Wm. H. Crofton that They will, for and in consideration of the permission granted them to remove 30 feet of curbing on 9th Ave street adjacent to the above described property, bind___do, and they hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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 them, 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.

DORIS E. REYNOLDS, Owner's Name
Doris E. Reynolds and Wm H. Crofton
Address 4063 Hilldale Rd; San Diego.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 9th day of April, A.D. Nineteen Hundred and Thirty-seven, before me, J. K. Durrill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Doris E. Reynolds 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.

J. K. DURRILL
(SEAL) Notary Public in and for the County of San Diego,
State of California.

RECORDED APR 24 1937__min past 11 A.M. in Book 645 at Page 156 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.
NOLA N. PFAHLER
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 Curb Removal Agreement from Doris E. Reynolds and Wm. H. Crofton; being Document No. 302329.

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

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO MOTOR COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of 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 ONE HUNDRED SEVENTY DOLLARS ($1170.00), 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 12th day of April, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 12th day of April, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

6 - 1937 Ford v-8's, regular Fordor Sedans,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301829.

NOW, THEREFORE, if 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.

SAN DIEGO MOTOR COMPANY, Principal
By KING KAUFFMAN, Treasurer

ATTEST:
H. WILLIAMS

AMERICAN SURETY COMPANY OF NEW YORK,
Surety

(SEAL) ATTEST:
HAL G. HOTCHKISS, Resident Asst. Secretary

By A. H. DeRIEMER, Resident Vice President

I HEREBY APPROVE the form of the foregoing bond this 15th day of April, 1937.
D. L. AULT, City Attorney
By J. H. MCKINNEY, Deputy City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

On this 12th day of April A.D. 1937, before me, Ethel M. Magnusson a Notary Public in and for San Diego County, State of California, residing therein, duly commissioned and sworn, personally appeared A. H. deRiemer personally known to me to be the Resident Vice-President and Hal G. Hotchkiss 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.

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

(SEAL)
My Commission expires
June 7, 1937.

I HEREBY APPROVE THE FOREGOING bond this 15th day of April, 1937.
R. W. FLACK, City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into this 12th day of April, 1937, 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 SAN DIEGO MOTOR COMPANY, 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:

6 - 1937 Ford V-8's, regular Fordor Sedans,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 301829.

Said contractor further agrees to furnish and deliver said equipment hereinabove hereinabove described at and for the price of Four Thousand Six Hundred Seventy-six and 76/100 Dollars ($4676.76). 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 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 Four Thousand Six Hundred Seventy-six and 76/100 Dollars ($4676.76), 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 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 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 performed 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65764 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager
SAN DIEGO MOTOR COMPANY, Contractor,
By KING KAUFFMAN, Treasurer

ATTEST:
H. WILLIAMS

I HEREBY APPROVE the form of the foregoing contract, this 15th day of April, 1937.
D. L. AULT, 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 San Diego Motor Company; being Document No. 302336.

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

By_____Deputy.

A G R E E M E N T

WHEREAS, E. R. Stanford are, is the owner of Lot 29-20-21 Block 113 Subdivision Univ. Heights and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 13th day of April, 1937, by E. R. Stanford that I will, for and in consideration of the permission granted to remove 12 feet of curbing on Illinois street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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. R. STANFORD, Owner's Name
3258 El Cajon Ave., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 14th day of April, A.D. Nineteen Hundred and thirty seven, before me, H. M. Royle a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. R. Stanford 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.

H. M. ROYLE
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED APR 24 1937 min past 11 A.M. in Book 642 at Page 264 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.
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 Curb Removal Agreement from E. R. Stanford; being Document No. 302443.

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

A G R E E M E N T

WHEREAS, A. W. Coggeshall is the owner of 100x100 - 1365 - 6th Ave., Lot 1-2 Block 5 Subdivision Bay View Homestead Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8 day of April, 1937, by A. W. Coggeshall that I will, for and in consideration of the permission granted me to remove 70 feet of curbing 6th & Ash street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my 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,

A. W. COGGESHALL, Owner's Name
1301 - 6 Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 8th day of April, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. W. Coggeshall known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED APR 24 1937 min past 11 A.M. in Book 642 at Page 278 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.
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 Curb Removal Agreement from A. W. Coggeshall; being Document No. 302444.

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

A G R E E M E N T

WHEREAS, The Texas Company is the owner of Land and Service Station So. 100 ft. Lots 25,26,27,28 Block 43 Subdivision Herbert's Sub. - and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of February, 1937, by Marshall S. Pierson, Agent, that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Cherokee street adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith a 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 him, 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.

THE TEXAS CO., Owner's Name
By MARSHALL S. PIERSON
Ft. of Crosby St., San Diego, Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 26 day of February, A.D. Nineteen Hundred and 37, before me, Ralph Shattuck a Notary Public in and for said County, Residing therein, duly commissioned and sworn, personally appeared Marshal Pierson 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.

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

RECORDED APR 24 1937 min past 11 A.M. in Book 642 at page 278 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.
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 Curb Removal Agreement from The Texas Company; being Document No. 302445.

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

A G R E E M E N T

WHEREAS, George D. Roberts, are, is the owner of Lot 3 & 4 Block 1 Subdivision Ironton and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 22nd day of April, 1937, by George D. Roberts, that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Harbor View Drive street adjacent to the above described property, bind to, and hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

He further agree 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.

GEORGE D. ROBERTS, Owner's Name
936 Harbor View Drive, Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 22nd day of April, A.D. Nineteen Hundred and 37, before me, Florence E. Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George D. Roberts, 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.

FLORENCE E. ANDERSON
(SEAL) Notary Public in and for the County of San Diego, State of California.
My Commission Expires
December 14, 1937.

RECORDED APR 24 1937 min past 11 A.M. in Book 642 at Page 277 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.
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 Curb Removal Agreement from George D. Roberts; being Document No. 302446.

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

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of September, 1936, 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 SOLAR AIRCRAFT 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 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 said lands hereby leased being more particularly described as follows, to-wit:

Beginning at the intersection of the southwesterly line of Belt Street with the northwesterly line of Juniper Street according to the map of Municipal Tidelands Subdivision Tract No. 1, filed in the office of the City Clerk as Document numbered 100007; thence north 20° 11' 20" west along the southwesterly line of Belt Street as shown upon said map a distance of 250 feet to a point; thence south 69° 47' 40" west a distance of 400 feet to a point; thence south 20° 11' 20" east parallel to the said westerly line of Belt Street a distance of 250 feet to a point on the southwesterly prolongation of the northwesterly line of Juniper Street; thence north 69° 47' 40" east along the southwesterly prolongation of the northwesterly line of Juniper Street and the northwesterly line of Juniper Street a distance of 400 feet to the point or place of beginning, containing 100,000 square feet, or 2.2956 acres.

Together with the structures, buildings and improvements now located and existing upon said premises.

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 the period of fifteen (15) years, beginning on the 1st day of September, 1936, and ending on the 31st day of August, 1951, unless sooner terminated as herein provided, at the following rentals, which said rentals shall be payable monthly in advance on the first day of each and every month during the term of this lease:

Two Hundred Thirty Nine and 50/100 Dollars ($239.50) per month for the first year of said term;

One hundred fifty dollars ($150.00) per month for the second year of said term;

One hundred seventy-five dollars ($175.00) per month for the next three (3) years of said term;

Two hundred dollars ($200.00) per month for the next three (3) years of said term;

Two hundred twenty-five dollars ($225.00) per month for the next two (2) years of said term;

At the expiration of ten (10) years of said term, the monthly rental for the remaining five (5) years of the term shall be fixed by the Harbor Commission; provided, however, that the rentals so to be fixed shall not be less than two hundred twenty-five dollars ($225.00) per month, nor more than three hundred dollars ($300.00) per month.

It is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions following, to-wit:

(1) That the demised premises shall be used principally for the manufacture and sale of aircraft, aircraft engines and aircraft parts, together with any necessary operations in connection therewith; and incidentally for the manufacture and sale of such metal products as stamped, welded or machined parts, or products otherwise formed by processes or machines generally used in the production of airplanes, airplane engines or parts thereof.

(2) The Lessee shall not do or permit anything to be done in or about the leased premises, or bring or keep anything therein which will in any way affect the fire or other insurance upon the building, or any part thereof, or which shall in any way by a violation of any law, ordinance, rule or regulation now in existence, or which may hereafter be enacted or promulgated by any public authority, affecting the occupancy or use of said premises and the buildings and improvements now or hereafter to be erected thereon, nor use, nor allow said premises, or any part thereof, to be used for any improper, immoral, unlawful or objectionable purpose, or for the unlawful keeping, storing or selling of intoxicating liquors.

(3) That the Lessee shall not erect without the written consent of the Lessor any building, partly on the demised premises and partly on other lands or premises, and further agrees that any building erected on said demised premises shall be completely on said demised premises, and shall not constitute a part of any other building, or any other lands and premises, and further agrees that it will not erect any building on said demised premises without the written consent of the Lessor.

(4) The Lessee agrees not to commit or suffer to be committed any waste of the leased premises or a nuisance thereon, and that they shall not be altered or changed without the prior written consent of the Lessor; said Lessee hereby waiving all rights under the provisions of Section 1942 of the Civil Code of the State of California.

(5) The Lessee further agrees that unless otherwise provided by written agreement between the parties hereto, all alterations, new buildings, improvements and changes, except minor interior changes, shall be done either by or under the direction of the Lessor, but at the cost of the Lessee. Nothing herein contained, however, shall be construed as obligating the Lessor to consent to alterations, new buildings, improvements or changes. All alterations, new buildings, improvements or changes shall be the property of the Lessor as and when they are made and constructed, and shall remain upon and be surrendered with the leased premises upon the expiration of this lease by limitation, or its sooner lawful termination by forfeiture.

(6) Should the buildings or structures on the leased premises be destroyed by fire or other cause, or be so damaged thereby that they shall become untenantable, and cannot be rendered tenantable within sixty (60) days from the date of the damage, this lease may be terminated by the Lessor without liability to the Lessee. In case the damage is not so extensive as to permit a termination of this lease, as above provided, then the rental during the period said Lessee is deprived of the use of the whole or any part of the leased premises shall be proportionately reduced.

(7) The Lessee agrees to assume all risk of damage from any source to goods, wares and merchandise in and upon the leased premises.

(8) That said Lessee further covenants and agrees with said Lessor that it will at all times save and keep said Lessor free and harmless from any and all damages and liability occasioned by death or injury to any person or persons, arising out of or in connection with its occupation of said demised premises, as well as all damage to property and from other expense in connection with the existence, condition, use, occupation, sanitation or safety thereof, whether occasioned by any act or neglect of said Lessee, its employees, agents, servants, or any other person in or on said premises.

(9) At no time during the life of this lease shall billboards be erected or maintained on the leased premises.

(10) At no time during the life of this lease shall The City of San Diego, or said Harbor Commission, be required to make any improvement or repair of any nature or description whatsoever on or for the benefit of the said leased premises; and in this connection the Lessee covenants and agrees with the Lessor that it will at all times at its own cost and expense keep and maintain the improvements on said demised premises, and every part thereof, in good and safe order, condition and repair, and that it will not call on said Lessor to make any repairs or replacements or installations of any kind.

(11) The Lessee shall during the entire life of this lease, at its own expense, keep all buildings and structures located upon the leased premises insured against fire by a responsible insurance company, in an amount not less than $5000.00, loss payable to the Harbor Department of The City of San Diego. Such policy or policies of insurance shall be filed with said Harbor Department.

(12) That this lease shall not be assignable without the consent of the Harbor Commission of said City evidenced by resolution duly passed; and no portion of said leased premises shall be underlet or sublet without the consent of said Harbor Commission evidenced by resolution duly passed. Provided, however, that consent is hereby given the Lessee to sublet a portion or portions of the leased premises to the Expo Stucco and Art Marble Company, a corporation, for the purpose only and exclusively of manufacturing and selling stucco, terrazza, and any like cement products, the cutting, polishing and sale of onyx, marble and other stones used in building construction. Consent is likewise given to sublet a portion or portions of said premises to R. W. Little for the purpose only and exclusively of manufacturing and selling artificial stone and plaster ornaments.

(13) The Lessee further agrees not to suffer any lien or encumbrance to come upon the Lessee's leasehold of said premises, nor to attach to any building or improvement now located or hereafter permitted to be erected thereon.

(14) Said Lessee covenants and agrees to pay for all water, light, heat, power, telephone service, and all other commidities and conveniences used or employed by it in or about said demised premises during the term of this lease.

(15) Said Lessee further covenants with the Lessor that before it commences the erection or construction of any improvements on said demised premises, and before making any alterations or repairs on the buildings on said premises, it will take out, carry and pay for, or cause to be taken out, carried and paid for by any one whom it employs to do any of the foregoing things, workmen's compensation and employer's liability insurance to the extent contemplated by the laws of the State of California, for the full protection of the Lessor and Lessee herein, from any claim or liability which may arise under the workmen's compensation and employer's liability insurance laws of this state. Such policies of insurance shall be in a company satisfactory to the Lessor.

(16) Said Lessee further agrees that if said Lessor, without fault on its part, should be made a party to any action brought against the Lessee, and arising out of the acts or defaults of the Lessee, its agents, servants or employees, or in connection with said Lessee's occupation of said demised premises, then and in that event said Lessee covenants and agrees with said Lessor to pay, indemnify and save harmless the said Lessor against all reasonable expense incurred by the Lessor in defending such suit or action.

(17) The Lessee agrees that it will not record this lease without the written consent of the Lessor.

(18) 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 herein; and the Lessee does hereby expressly covenant that it will in all respects abide by all such laws, and further that it will in the use and occupancy of said leased premises and in all business conducted thereon strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(19) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event after ten (10) days' written notice to the Lessee demanding the performance, remedying or curing of the same, and upon the failure, neglect or refusal of the Lessee so to do within said ten (10) days, this lease shall terminate, and said Lessee shall have no further rights hereunder, ~~and shall forthwith remove from said premises and shall have no further rights hereunder~~, and shall forthwith remove from said premises and shall have no further right or claim thereto or interest therein; and the City shall immediately thereupon without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said Lessee shall forfeit all rights and claims thereto and thereunder. Said Lessee in accepting this lease hereby acknowledges the right of said City so to do.

In the event the Lessor takes possession of the leased premises under the provisions of this paragraph, or otherwise, it may remove any furniture and other person property in the leased premises and place the same in storage in any warehouse, or other suitable place, in The City of San Diego, for the account and at the expense of the Lessee, who hereby agrees to save the Lessor harmless from any cost, loss or damage occasioned thereby. In this connection the Lessee expressly waives all claims for damages that may be caused by the Lessor re-entering and taking possession of the premises and removing property therefrom, as herein provided; also all claims by reason of loss of or injury to any property, or injury to any person occurring in the leased premises, or in the building, no matter how caused.

The foregoing waiver shall include all claims for loss or injury caused by or arising out of burglary, fire, steam, gas, electricity, or defect in the building, or by breaking, leaking or overflow of the roof, or of any pipe, sewer or plumbing, or by the destruction of or injury to the building, or by the making of any repairs, alterations or additions therein or therto.

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.

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.
SOLAR AIRCRAFT COMPANY, Lessee
By EDMUND PRICE, President
A. W. BRIGGS, Asst. Sec'y.

I hereby approve the form of the foregoing Lease, this 5th day of August, 1936.
D. L. AULT, 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 Solar Aircraft Corporation; being Document No. 302491.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kradstrom Deputy.

A G R EEM E N T

WHEREAS, Walter J. Wills is the owner of 3732 and 3734 Main Street Lot 16,17,18 Block 255 Subdivision Hoel's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 26th day of April, 1937, by Walter J. Wills that he will, for and in consideration of the permission granted him to remove 37 feet of curbing on Main street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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 J. WILLS, Owner's Name
3732 Main St., Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 26th day of April, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter J. Wills known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED MAY 1 1937 40 min past 9 A.M. in Book 648 at Page 183 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.
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 Curb Removal Agreement from Walter J. Wills; being Document No. 302543.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Kradstrom Deputy.

A G R E E M E N T

WHEREAS, Frances B. Griffin are, is the owner of Lot 6 Block 253 Subdivision West Arlington and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW THEREFORE,

THIS AGREEMENT, signed and executed this 14th day of April, 1937, by Frances B. Griffin that she will, for and in consideration of the permission granted her to remove 12 feet of curbing on Main street adjacent to the above described property, bind herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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.

FRANCES B. GRIFFIN, Owner's Name
3520 Main St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 14th day of April, A.D. Nineteen Hundred and 37, before me, August M. Wadstrom, a Deputy City Clerk in and for said County, residing therein, duly commissioned and sworn, personally appeared Frances B. Griffin 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.

ALLEN H. WRIGHT
(SEAL) City Clerk in and for the County of San Diego, State of California.
By AUGUST M. WADSTROM, Deputy.

RECORDED MAY 1 1937 40 min past 9 A.M. in Book 648 at Page 183 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.
C. Johnson
Copyist County Recorder's Offic, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Frances B. Griffin; being Document No. 302544.

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

WHEREAS, Raymond C. Camacho and Aurora G. Camacho are the owners of 3460 Main Street Lots 15 & 16 Block 252 Subdivision West Arlington Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of February, 1937, by Raymond C. Camacho and Aurora G. Camacho that they will, for and in consideration of the permission granted them to remove 24 feet of curbing on Main Street street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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.

RAYMOND C. CAMACHO, Owner's Name
AURORA G. CAMACHO, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 11th day of February, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Raymond C. Camacho and Aurora G. Camacho known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

RECORDED MAY 1 1937 40 min past 9 A.M. in Book 644 at Page 291 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.
C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Raymond C. & Aurora G. Camacho; being Document No. 302545.

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

WHEREAS, Leona B. Joseph is the owner of Lots 6,7,8,9 Block 257 of Hayden's Sub., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3rd day of April, 1937, by Leona B. Joseph that she will, for and in consideration of the permission granted her to remove 40 feet of curbing on Main street adjacent to the above described property, bind herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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.

LEONA B. JOSEPH, Owner's Name
815 So. 65th Street, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 3rd day of April, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leona B. Joseph 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.

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

RECORDED MAY 1 1937 40 min past 9 A.M. in Book 644 at Page 290 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.
C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Leona B. Joseph; being Document No. 302546.

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

A G R E E M E N T

WHEREAS, Joseph Macceca & Francis Macceca are the owners of Lots 15 & 16 Block 254 Subdivision Hoels Subdivision of the West 3/4 of S½ of Pueblo Lot #1342 according Map 459 filed County Recorder May 28, 1873 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 31st day of March, 1937, by Joseph & Francis Macceca that they will, for and in consideration of the permission granted them to remove 8 feet of curbing on Main street adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, 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.

JOE MACCECA & FRANCES MACCECA, Owner's Name
2980 K St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 31st day of March, A.D. Nineteen Hundred and thirty seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph Macceca and Frances Macceca known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

RECORDED MAY 1 1937 40 min past 9 A.M. in Book 647 at page 175 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.
W. J. McCARTHY
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 Curb Removal Agreement from Joe & Frances Macceca; being Document No. 302547.

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

A G R E E M E N T

WHEREAS, Curtis Graham is the owner of 3698 Main Street Lot 21,22,23&24 Block 254 Subdivision Hoel's Subdivision and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28th day of April, 1937, by Curtis Graham that he will, for and in consideration of the permission granted him to remove 70 feet of curbing on Main street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

CURTIS GRAHAM, Owner's Name
3236 Bramson Place, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 28th day of April, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Curtis Graham known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED MAY 1 1937 40 min past 9 A.M. in Book 647 at Page 173 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.
W. J. McCARTHY
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 Curb Removal Agreement from Curtis Graham; being Document No. 302548.

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

PREFERENTIAL, NON-EXCLUSIVE USE AND
OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 1st day of May, 1937, between THE CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City," party of the first part; and SAN DIEGO CHAPTER OF THE AMERICAN RED CROSS, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in PUBLIC HUMANITARIAN AND CHARITABLE SERVICES,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of APPROXIMATELY ONE-FOURTH OF THE BETTER HOUSING BUILDING.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of EIGHTY-EIGHT AND 43/100 Dollars ($88.43) PER ANNUM FOR INSURANCE.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the buildings therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or parts of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, SAN DIEGO CHAPTER OF THE AMERICAN RED CROSS the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks

SAN DIEGO CHAPTER, THE AMERICAN RED CROSS
By R. KING KAUFFMAN, Chairman

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit to the San Diego Chapter, The American Red Cross; being Document No. 302566.

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

PREFERENTIAL, NON-EXCLUSIVE USE AND
OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 30th day of April, 1937, between THE CITY OF SAN DIEGO acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City," party of the first part; and THE SAN DIEGO CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in working toward the betterment of the architectural profession and encouragement of architectural appreciation by the public.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter ccontained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE SOUTHERN SECOND FLOOR LOGGIA AND TWO ADJACENT ROOMS OF THE FOOD AND BEVERAGE BUILDING (Reached by outdoor entrance).

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) of this permit.

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of THIRTY-SIX AND NO/100 Dollars ($36.00) PER ANNUM.

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part, and the party of the second part, THE SAN DIEGO CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks

THE SAN DIEGO CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS
FRANK L. HOPE, JR., President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit in Balboa Park, to The San Diego Chapter of the American Institute of Architects; being Document No. 302567.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 4th day of May, 1937, 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 OLIVER SEXSON, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, described as follows, to-wit:

PARCEL NO. 1:

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

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

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

EXCEPTING therefrom that portion thereof lying below an elevation of 315 feet above sea level, according to the United States Geological Survey datum;

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

Also EXCEPTING therefrom all public roads, highways and easements.

PARCEL NO. 2:

Beinning at the northeast corner of the M. Barnett tract; thence south 18° 24-3/4' west 350 feet, more or less, to an intersection with the southeasterly line of that road known as Relocation Route #3, Division 1, for the true point of beginning; thence following the westerly line of an extension of said Relocation Route #3, Division 1, which was an old County highway, in a southwesterly direction to an intersection of said westerly line with the 315 foot contour, U.S.G.S., of Lake Hodges Reservoir; thence in a northerly, southerly, westerly and southwesterly direction following the said 315 foot contour to its first intersection with the northerly line of that County road known as Relocation Route #3, Division 1; thence following the northerly and northeasterly line of said Relocation Route #3, Division 1, in a northeasterly direction to the point of beginning;

EXCEPTING THEREFROM the group of buildings together with the land immediately adjacent known as the Hopkins place;

Also EXCEPTING therefrom all public roads, highways and easements.

PARCEL NO. 3:

All that portion of the Rancho San Bernardo adjacent to Lake Hodges Reservoir, more particularly described as follows:

Beginning at the intersection of the westerly line of that certain highway as County Highway Mission Road #1-A, a map of which road is on file in the office of County Surveyor of San Diego County, State of California, with the north line of the Sikes tract; running thence in a southerly direction following the westerly line of said highway to its intersection with the westerly line of that certain County road known as County Highway Relocation Route #3, Division 1, a map of which road is on file in the office of the County Surveyor of San Diego County; running thence in a southerly direction following the westerly line of said Relocation Route #3, Division 1, to an intersection with the 315 foot contour, U.S.G.S., of Lake Hodges Reservoir; thence following the said 315 foot contour in a southwesterly, northwesterly, southwesterly and northwesterly direction to its most northerly intersection with the westerly line of the Rancho San Bernardo; thence following in a northeasterly line the westerly line of the Rancho San Bernardo to its intersection with the 395 foot contour, U.S.G.S., of Lake Hodges Reservoir; thence following the said 395 foot contour in an easterly, southeasterly, northeasterly, easterly and northwesterly direction to an intersection with the north line of the Sikes tract; thence in an easterly direction following the northerly line of the Sikes tract to the point of beginning;

EXCEPTING therefrom all public roads, highways and easements;

And subject also to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of three (3) years, commencing on the 1st day of May, 1937, and ending on the 30th day of April, 1940, unless sooner terminated as herein provided, at the following rental:

Three hundred twenty-five dollars ($325.00) per year, payable annually 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 agricultural and grazing purposes only; and that Lessee will cultivate the lands and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, protect and keep the buildings and other improvements and all personal property located on said premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings, improvements or personal property thereon;

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

(d) That the Lessor shall have the right to enter said lands for inspection, for the purpose of water development, and/or the right to cancel this lease in the event the Lessor deems the use of the land necessary for water development, either by raising the height of the present Lake Hodges Dam, or by erecting a new dam in the Lake Hodges Reservoir basin; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) days' notice of Lessor's intention so to do.

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

Lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon, and for the purpose of water development; and said Lessor reserves,and shall always have the right of ingress and egress at all times for the purpose of drilling, operating and maintaining wells and pipe lines on the said demised premises.

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

It is understood and agreed 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 defult, 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 lease is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 65881 of the Council, authorizing such execution, and the 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

OLIVER SEXSON, Lessee

I hereby approve the form of the foregoing Lease, this 28th day of April, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Oliver Sexson; being Document No. 302736.

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

A G R E E M E N T

WHEREAS, Russell J. Leech is the owner of Lot 46-48 Block 35 Subidivision Teralto and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 30 day of April, 1937, by Russell J. Leech that I will, for and in consideration of the permission ~~that I will, for and in consideration of the permission~~ granted to remove 35 feet of curbing on El Cajon Ave. & 35 Ft. on 36th street adjacent to the above described property, bind me to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my 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.

RUSSELL J. LEECH, Owner's Name
3595 El Cajon, Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 30th day of April, A.D. Nineteen Hundred and 37, before me, Thos. B. Getz a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Russell J. Leech 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)

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

RECORDED MAY 19 1937 14 min past 3 P.M. in Book 655 of Official Records, San Diego Co. Cal. Recorded at request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy R. N. HOWE

I certify that I have correctly transcribed this document in above mentioned book.
I. W. M. SAMPLE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Russell J. Leech; being Document No. 302794.

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, Gilmore Oil Company is the owner of Lots 1 & 2 Block 240 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 28th day of April, 1937, by Gilmore Oil Company that it will, for and in consideration of the permission granted desires to remove 45 feet of curbing on Pacific street adjacent to the above described property, binds itself, to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, 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.

GILMORE OIL CO.
By M. W. THOME, Owner's Name
Mgr. San Diego Branch
2423 East 28th St., Los Angeles, Calif.
Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 28 day of April, A.D. Nineteen Hundred and 37, before me, John Arthur Jenkins a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. W. Thome 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)

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

My Commission Expires Feb. 4, 1940
Notary Public in and for Co. of San Diego, State of Calif.

RECORDED MAY 19 1937 13 min past. 3 P.M. in Book 655 at Page 153 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.
I. W. M. SAMPLE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Gilmore Oil Co.; being Document No. 302795.

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, Joseph Filippi, are, is the owner of Lots 45 to 48 inclusive Block 209 Subdivision Hoel's SubDivision in the City of San Diego, County of San Diego, State of California, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of May, 1937, by Joseph Filippi that he will, for and in consideration of the permission granted him to remove 60 feet of curbing on Main street adjacent to the above described property, bind himself to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

JOSEPH FILIPPI, Owner's Name
2626 National Ave., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 4th day of May A.D. Nineteen Hundred and 37, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph Filippi 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 City San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED MAY 19 1937 17 min. past 3 P.M. in Book 644 at Page 468 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.
C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Joseph Filippi; being Document No. 302796.

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, Harry O. Funk is the owner of 3743 Main St., San Diego, Lot 27&28 Block 210 Subdivision Hoels Subdivision and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 29th day of April, 1937, by Harry O. Funk that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on Main street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

H. O. FUNK, Owner's Name
3743 Main St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 29th day of April A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry O. Funk 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 MAY 19 1937 10 min past 3 P.M. in Book 644 at Page 467 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.
C. A. SCHMUCKER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from H. O. Funk; being Document No. 302797.

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, George V. Harnetty are, is the owner of 3278 Main Lots 14 to 2 Block 249 Subdivision Chollas Heights City of San Diego, Cal., and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10 day of February, 1937, by George V. Harnetty that he will, for and in consideration of the permission granted me to remove 90 feet of curbing on Main St. street adjacent to the above described property, bind himself to, and he hereby by these presents agrees, to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

GEORGE V. HARNETTY, Owner's Name
3278 Main Street, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 10th day of February, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George V. Harnetty 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 MAY 19 1937 23 min past 3 P.M. in Book 647 at Page 351 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.
W. J. McCARTHY
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 Curb Removal Agreement with George V. Harnetty; being Document No. 302822.

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, Ivy Leatham Walsh is the owner of Lots J&K Block 29 Subdivision Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 7th day of May, 1937, by___that I will, for and in consideration of the permission granted me to remove 49 feet of curbing on 12th Street street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, my 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.

IVY LEATHAM WALSH, Owner's Name
2410 Albatross St., Address.

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 7th day of May, A.D. Nineteen Hundred and thirty seven, before me, Geo. H. Stone a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ivy Leatham Walsh 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)

GEO. H. STONE
Notary Public in and for the County of San Diego,
State of California.Page 354

RECORDED MAY 19 1937 24 min past 3 P.M. in Book 647 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.
W. J. McCARTHY
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 Curb Removal Agreement from Ivy Leatham Walsh; being Document No. 302823.

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, Antonio Tavares is the owner of 1250 Locust Street Lot 6 Block 32 Subdivision Roseville and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of May, 1937, by Antonio Tavares that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Locust street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, 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.

ANTONIO TAVARES, Owner's Name
1250 Locust, Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 11th day of May, A.D. Nineteen Hundred and Thirty Seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Antonio Tavares known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED MAY 19 1937 25 min past 3 P.M. in Book 657 at Page 73 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.

JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Antonio Tavares; being Document No. 302824.

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

KNOW ALL MEN BY THESE PRESENTS, That we, NEYENESCH PRINTERS, INC., a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and GLENS FALLS 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 SIX HUNDRED DOLLARS ($600.00), 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 14th day of May, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 14th day of May, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

1500 copies of Book of Ordinances of The City of San Diego,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 302137.

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

NEYENESCH PRINTERS, INC., Principal,
(SEAL) ATTEST: By ROBERT H. NEYENESCH, Vice-President
HAL BRUCKER, Secty-Treas.

GLENS FALLS INDEMNITY COMPANY, Surety
(SEAL) By CHESTER N. MUNSON, Attorney.

I HEREBY APPROVE the form of the foregoing bond this 14th day of May, 1937.

D. L. AULT, City Attorney
By H. B. DANIEL, Asst. City Attorney

I HEREBY APPROVE the foregoing bond this 17th day of May, 1937.

R. W. FLACK, City Manager

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 14th day of May in the year One Thousand Nine Hundred and thirty-seven before me, KATHERINE DRUMMOND a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared CHESTER N. MUNSON known to me to be the ATTORNEY of the GLENS FALLS INDEMNITY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) KATHERINE DRUMMOND
My commission expires Notary Public in and for the County of San Diego, State
July 2, 1939 of California.

CONTRACT

THIS AGREEMENT, made and entered into this 17th day of May, 1937, 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 NEYENESCH PRINTERS, INC., a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1500 printed and bound copies of Book of Ordinances of The City of San Diego, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 302137.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the following prices:

1500 copies of 554 pages each, at $1.44 per copy; except that there shall be added or subtracted from said price, for each page over or under 554 pages, the sum of $0.00213 per page per copy.

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 material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum hereinbefore provided for the purchase by said City of 1500 printed and bound copies of Book of Ordinances of The City of San Diego, as follows:

Upon 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 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 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 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 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 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 65884 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

NEYENESCH PRINTERS, INC., Contractor
By ROBERT H. NEYENESCH, Vice-President

(SEAL) ATTEST:
HAL BRUCKER, Secty-Treas.

I HEREBY APPROVE the form of the foregoing contract, this 14th day of May, 1937.
D. L. AULT, 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 Neyenesch Printers, Inc., for printing of Books of City Ordinances; being Document No. 302843.

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, Wm. O. Jones is the owner of the Service station Ely 90 ft of Lots 26,27, Blk 37 L.J. Park and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20 day of May., 1937, by Wn, O. Jones that I will, for and in consideration of the permission granted me to remove 14 feet of curbing on Fay St. street adjacent to the above described property, bind__to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me and my 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.

WM. O. JONES, Onwer's Name
873 Prospect, Address

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 20 day of May, A.D. Nineteen Hundred and 37, before me, Robert W. Good a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm. O. Jones known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission Expires
April 4, 1940.

RECORDED MAY 26 1937 9 min past 3 P.M. in Book 663 at Page 30 of Official Records, San Diego Co., Cal. Recorded at Request of City of San Diego.

O. M. SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER
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 Curb Removal Agreement from Wm. O. Jones; being Document No. 302899.

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.

Api-24

NOTICE OF RENEWAL

MAY 20 1937

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 this Department 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 June 30, 1924, subject to renewal thereafter in accordance with the terms thereof, all of the conditions and provisions of the said instrument are hereby extended to cover the period beginning July 1, 1937, and ending with June 30, 1938, 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,
M. L. WILSON, Acting Secretary of Agricultur

This renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress so to appropriate.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease by United States Department of Agriculture, being Document No. 302925.

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
C-295

THIS AGREEMENT, Made the 19th day of May in the year of our Lord, nineteen hundred and thirty-seven between CITY OF SAN DIEGO, OPERATING DEPARTMENT, SAN DIEGO, CALIFORNIA, the party of the first part, and the BOARD OF EDUCATION of the San Diego Unified School District, County of San Diego, State of California, the party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the covenants on the part of the said party of the second part, hereinafter contained, hereby covenants with the said party of the second part that the said party of the first part will furnish all material and pave 28th Street Full width from curb to curb, beginning at the South line of Ocean View Blvd., thence South to the North line of Marcey Street,

Approximately 1240 linear feet	@	$1.60 Lin. Ft.	$1,984.00
		No Tax	
			$1,984.00

All in accordance with Specifications attached.
All work and material to be subject to inspection and acceptance in accordance with provisions of existing City Ordinances.
(As per Bid #4188-e, dated 5/3/37)
Charge Revolving Fund - Memorial 9907 & Logan #9906 - Cornell

AND the said party of the second part, in consideration of said covenants on the part of the said party of the first part hereinbefore contained, agrees to and with the said party of the first part that the said party of the second part will pay to the said party of the first part, upon completion of this contract and receipt of invoices in duplicate, the sum of:

ONE THOUSAND NINE HUNDRED EIGHTY-FOUR and 00/100 DOLLARS($1,984.00) NET

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

CITY OF SAN DIEGO, OPERATING DEPT.
By: R. W. FLACK, City Manager
Party of the First Part

BOARD OF EDUCATION Of the San Diego Unified School District, County of San Diego, State of California
By J. WEINBERGER, President
GEORGE M. CRAWFORD, Secretary
Party of the Second Part

SPECIFICATIONS FOR TWO INCH OIL MACADAM

GRADING:

Grading shall include the moving and placing of all earth, stone, and other materials in such a manner as to make the finished sub-grade conform to the alignment, grade and cross-section shown on the plans under which the road improvement work is to be performed. It shall also include the moving and placing of all earth stone and other materials as may be required for the construction of structures specified or shown in the agreement, contract, specifications, or plans controlling the road work. After a section has been graded as above specified, it shall be watered sufficiently to produce a damp or moist condition of the loose earth for a depth of at least six (6) inches and the surface shall then be rolled by a steam or gasoline roller having an effective compressive weight of not less than four hundred (400) pounds per inch width of driving wheel until the surface is firm and unyielding. Depressions developed by rolling shall be filled with earth as the rolling progresses. All pipe trenches and sections of the surface that cannot be properly compressed by the roller shall be thoroughly tamped by hand. Neither rolling or tamping shall be permitted when the earth is in a wet, muddy condition, or in any condition that will not allow proper compression of the earth.

TWO (2) INCH ROCK AND OIL MIX:

Upon the graded surface as above specified and while it is in a moist or damp condition, there shall be evenly and uniformly spread a layer of 1-1/2" crushed rock in the amount of 162 pounds per square yard. The surface shall then be thoroughly sprinkled and rolled with a roller having a compressive weight of not less than 400 pounds per linear width of tire until it is firm and unyielding. Such portion of the surface as cannot be reached by the roller shall be tamped to grade. All depressions shall be filled with fresh material and sprinkled and again rolled.

Grade E asphalt shall then be applied as hereinafter specified, in the amount of 3/4 gallons per square yard.

Next 1/2" crushed rock in the amount of 54 pounds per square yard shall be spread evenly and uniformly over the roadway which shall be broomed and again rolled to a smooth, firm surface, after which Grade E asphalt shall be applied in the amount of 1/2 gallons per square yard.

Next 1/4" crushed rock or Pea Gravel in the amount of 9 pounds per square yard shall be evenly and uniformly spread over the surface, which shall again be well broomed and again rolled, after which Grade E asphalt shall again be applied, this time in the amount of 1/4 gallon per square yard.

Finally another layer of Pea Gravel in the amount of 9 pounds per square yard shall be evenly and thoroughly spread over the surface, well broomed and again rolled to a smooth, unyielding finish surface.

METHOD OF APPLICATION:

The asphaltic oil shall be applied by a pressure spraying machine which will spread the oil uniformly over the surface of the road, using the specified amount of oil per square yard on the surface. It shall be applied at a temperature of not less than three hundred fifty (350) degrees Fahrenheit, nor more than four hundred (400) degrees Fahrenheit.

If necessary to re-heat the oil to comply with the above requirements, it shall be done and at the expense of the contractor by the use of hot air or superheated steam coils. In no case shall live steam or water be injected or allowed to enter the oil after it has been received by the contractor.

No oil shall be applied until the surface which is to receive it is satisfactory to the superintendent. Before any tank of oil is applied it must be inspected by said superintendent to determine its quantity and temperature.

All truck tanks used for the distribution of oil shall first be submitted to the superintendent, who will gauge and mark the capacity in gallons of said tanks and determine whether they are suitable for the proper distribution of oil. At least twenty four hours shall elapse between any two applications of oil over the same area.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Board of Education for paving 28th Street, between Ocean View & Marcey; being Document No. 303015.

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

L E A S E

THIS INDENTURE, made in duplicate this 29th day of May, 1937, by and between J. B. HOWELL, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the Party of the First Part, as Lessor, does hereby demise and let unto the Party of the second Part, as Lessee, and the Party of the Second Part does hereby rent and take, as Lessee, those certain premises in the City of San Diego, County of San Diego, particularly described as follows:

Lot 11, Block 1, Hartley's North Park Addition to The City of San Diego,

for the term of two (2) years, beginning on the 1st day of June, 1937, and ending on the 31st day of May, 1939. That the said Lessee hereby agrees to pay to said Lessor for the use of said premises the sum of Twelve Hundred Dollars ($1200.00) lawful money of the United States, payable as follows, to-wit: Fifty Dollars ($50.00) on the 1st day of June, 1937, and $50.00 on the 1st day of each and every month thereafter up to and including the 31st day of May, 1939.

It is understood and agreed that said premises shall be used for library purposes, and the said Lessor agrees to provide adequate heating facilities for said premises and to furnish a partition in the rear of said building for a private room, and keep said premises in a good and tentable condition and to pay the taxes and assessments upon the same.

It is further understood and agreed that the Lessor will give to said City of San Diego the first chance for rental of said premises upon the expiration of this lease. If said premises are not leased for a longer period of time than two years, the Lessee agrees to vacate said premises at the end of said period and to peaceably deliver the same to said Lessor.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand, and Lessee, The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 66016 of the Council authorizing execution of this lease, has executed this contract the day and year first hereinabove written.

J. B. HOWELL, Lessor

THE CITY OF SAN DIEGO,
By R. W. FLACK, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 26th day of May, 1937.
D. L. AULT, 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 Lease with J. B. Howell, as Lessor, for Library purposes; being Document No. 303036.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Headstrom Deputy.

DEPARTMENT OF COMMERCE
BUREAU OF AIR COMMERCE OAKLAND, June 1, 1937.

City of San Diego,
San Diego,
California.
Gentlemen: Site No. 1, SD-LA Airway.

By authority of the Secretary of Commerce and in accordance with the terms of the lease executed by you on October 31st, 1932, bearing U.S. Government Contract Serial 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, 1937, and ending June 30, 1938.

This renewal is contingent upon the Congress of the United States making the necessary appropriation to cover such expense during the Fiscal Year 1938.

Very truly yours,
AP H. T. BEAN, District Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with Department of Commerce, Bureau of Air Commerce, for Beacon; being Document No. 303065.

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

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 1st day of June, 1937, 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 PETE FERRARI, Route 2, Box 195, San Diego, 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 said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

> Lot 35, Ex Mission Rancho; the northerly 700 feet of Lots 2 to 6, inclusive and the southerly 341.3 feet of the northerly 699.3 feet of Lot 1, Zschockelt's Subdivision of Ex Mission Lot 32, in the County of San Diego; being 170 acres of land, more or less, owned by the City in fee.

TO HAVE AND TO HOLD the said premises and every and each parcel thereof unto the said Lessee, for a period of three (3) years, from and after the date of execution of this lease, at a rental of One Hundred Fifty Dollars ($150.00) 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 stock grazing purposes, and Lessee agrees to care for same so that no waste or damage is committed, or suffered to be committed, upon the said premises.

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 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;

(3) 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; and Lessee shall not have any right to pump water from any wells located on said premises;

(4) 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;

(5) That Lessee will keep all pasture fences in repair at his own expense, such fences and all other improvements to become the property of the Lessor upon the termination of this lease;

(6) Lessor reserves all sand and gravel rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the prupose of exercising said reserved rights; and

(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 covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is 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. 65991, 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,
By R. W. FLACK, City Manager, Lessor.

PETE FERRARI, Lessee.

I hereby approve the form of the foregoing Lease this 2nd day of June, 1937.
D. L. AULT, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Pete Ferrari; being Document No. 303090.

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

UNDERTAKING FOR STREET LIGHTING
MISSION BEACH LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED THIRTY DOLLARS ($630.00), 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 June, 1937.

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 Beach Drive, 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, President - Principal
J. A. CANNON, Secretary.
(SEAL) ATTEST: THE AETNA CASUALTY AND SURETY COMPANY, Surety
E. L. TOLSON, Resident Assistant Secretary By PAUL WOLCOTT, Resident Vice-President.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 9th day of June, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared 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 10th day of June, 1937.
D. L. AULT, City Attorney
By J. H. McKINNEY, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 65982 passed and adopted on the 25th day of May, 1937, require and fix the sum of $630.00 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
MISSION BEACH LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 15th day of June, 1937, 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 Beach Drive, 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, 1937, to-wit, to and including May 14, 1938.

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 27, 1937 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 Sixteen Dollars ($2016.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 1 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Five Hundred Four Dollars ($504.00) 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 Sixteen Dollars ($2016.00) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two Thousand Sixteen Dollars ($2016.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Five Hundred Four Dollars ($504.00), nor for any delinquency of persons or property assessed.

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

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

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
W. C. CRANDALL
RAYMOND M. WINSLEY
ADDISON E. HOUSH
HERBERT E. FISH
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 10th day of June, 1937.
D. L. AULT, 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 for Mission Beach Lighting District No. 1; being Document No. 303202.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Gradstrom Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 17th day of June, 1937, 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 STAR & CRESCENT BOAT CO., a corporation, hereinafter designated as the 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 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, more particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead Line as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 1174.54 feet northwesterly from U. S. Bulkhead Station #185; thence south 39° 10' west at right angles to the said U. S. Bulkhead Line a distance of 450 feet to a point; thence south 50° 50' east parallel to the said U. S. Bulkhead Line a distance of 87.5 feet to a point; thence south 39° 10' west at right angles to the last described course a distance of 50 feet to a point; thence north 50° 50' west parallel to the said U. S. Bulkhead Line a distance of 200 feet to a point; thence north 39° 10' east at right angles to the last described course a distance of 50 feet to a point; thence south 50° 50' east parallel to the said U. S. Bulkhead Line a distance of 87.5 feet to a point; thence north 39° 10' east at right angles to the last described course a distance of 450 feet to an intersection with the said U. S. Bulkhead Line; thence south 50° 50' east along the said U. S. Bulkhead Line a distance of 25 feet to the point or place of beginning.

The lands hereinabove described being shown on the map or plat attached hereto, marked Exhibit "A", 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 five years, beginning on the 15th day of June, 1937, and ending on the 14th day of June, 1942, unless sooner terminated as herein provided, at the following rentals:

Seventy-five dollars ($75.00) per month, payable in advance on the first day of each and every month, for the first three (3) years of said term, and/or until a new or different rental is fixed.

The right of the Harbor Commission of said City to adjust, at the end of said three-year period, and/or at any time thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided; provided, however, that the rental shall not be increased to exceed one hundred dollars ($100.00) per month during the last two years of said term.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly 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 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 said Lessee shall also have the right, during the term of this lease, to construct, operate and maintain pipe lines for the purpose of carrying oil and/or gasoline, and/or other petroleum products, over and across the Municipal Tidelands, along a line described as follows:

Beginning at a point on the U. S. Bulkhead Line as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 1185.54 feet northwesterly from the U. S. Bulkhead Station #185; thence north 39° 10' east at right angles to the said U. S. Bulkhead Line a distance of 33-1/2 feet to a point; thence south 50° 50' east parallel to the said U. S. Bulkhead Line a distance of 264 feet, more or less, to an intersection of the northwesterly lease line of the General Petroleum Corporation; all as shown on the map or plat attached hereto, marked Exhibit "A", and made a part of this lease.

(3) 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.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said Lessee shall promptly remove 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.

(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; 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 may be necessitated by reason of filling done by said The City of San Diego.

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

(7) 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.

(8) In the event that the Lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, then and in that event this lease shall terminate, and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder; and said Lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(9) 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 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 DEMEN
EMIL KLICKA
Members of the Harbor Commission of
The City of San Diego.

STAR & CRESCENT BOAT CO., Lessee
By O. J. HALL, Pres
C. F. HAHN, Asst. Secty.

I hereby approve the form of the foregoing Lease, this 20 day of May, 1937.
D. L. AULT, City Attorney.
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with Star & Crescent Boat Co.; being Document No. 303318.
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 8 day of May, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", Party of the First Part, and DR. CARL WILSON of the City of Los Angeles, California, Party of the Second Part, WITNESSETH:

WHEREAS, it is necessary and desirable for the City to have the benefit of the advice and services of a consulting technologist on water purification problems; and

WHEREAS, the Party of the Second Part is willing and able to furnish such required advice and services; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The City hereby retains and employs the Party of the Second Part in the capacity of a consulting technologist on water purification, beginning May 8, 1937 and ending June 30, 1937, at a monthly compensation of One Hundred Dollars ($100.00), which said compensation shall include traveling and other expenses of the Party of the Second Part.

It is understood and agreed that the City may terminate said employment at any time by giving to the Party of the Second Part thirty (30) days notice, in writing, of its intention so to do.

Party of the Second Part agrees that during the life of this agreement he will render to the City his personal services as a consulting technologist on water purification and will advise the City as to use and dosage of coagulants and other chemicals used for purifying the City's water supply, introduction of chemicals, operation of filter plants, control of growths of algae in reservoirs, and as to laboratory practice in water purification problems from time to time as requested so to do by the City Manager or the Hydraulic Engineer of said City.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 66097 of the City Council authorizing such execution, and the Party of the Second Part has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

CARL WILSON, Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 10th day of June, 1937.
D. L. AULT, 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 Carl Wilson, as Water Technologist; being Document No. 303323.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California
By August M. Hadstrom Deputy

PERMIT OF OCCUPANCY

THIS AGREEEMENT, made and entered into in duplicate in The City of San Diego, County of San Diego, State of California, this 2nd day of June, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, by and through its Park Director, party of the first part, and MONTGOMERY AND LAZENBY, parties of the second part, WITNESSETH:

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

The party of the first part hereby agrees to permit the parties of the second part to occupy and operate, and the parties of the second part hereby agree to occupy and operate, that certain building known as "Torrey Pines Lodge", together with the exclusive concessions within a radius thereof of one-half (½) mile, upon lands under the control of the Park Director of said City, for the operation of a restaurant, for the sale of lunches, soft drinks, refreshments, curios and other articles of merchandise, except that no intoxicating liquor shall be sold or served on said premises, as the first party may consider consistant with the purposes of the lodge building at Torrey Pines Park in The City of San Diego, for the period commencing with the execution of this agreement and terminating with the 30th day of June, 1938, unless this permit of occupancy shall be sooner terminated by reason of some default on the part of the parties of the second part.

The parties of the second part agree to make all necessary changes in said building at their own expense, and to make no change until same is approved by the party of the first part.

Said second parties further agree to install, at their own expense, if necessary, all connections and equipment for supplying gas or electricity for cooking and/or heating, and to pay all charges for both gas and electricity supplies to said Torrey Pines Lodge. Said supply of gas and electricity is to be metered and charged to, and in the name of the parties of the second part, and The City of San Diego is to be held free and clear of any responsibility for said gas or electric bills.

The parties of the second part further agree to furnish, install and keep in good repair, such equipment as may be necessary for the proper operation of said concession including all furniture and furnishings in the living apartments, all of which are to be in harmony and keeping with said Lodge and its objects and purposes, and subject to the approval of said first party.

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

It is agreed by the parties hereto that said second parties agree to keep true and correct books of accounts of the gross receipts from the sale of meals, lunches, soft drinks, refreshments, curios and all other merchandise and commodities permitted to be sold under this agreement, and that the party of the first part may, by its authorized agent, have access at all times to said books of said second party, for the purpose of inspection.

Said parties of the second part agree to act as caretakers of said premises, report immediately any fires in the Torrey Pines Park, and to assist in every way possible in the preservation of said Park. It is further agreed by the parties hereto that said second parties shall not be required to pay rent during the terms of this permit; but at the termination of said permit, as renewal hereof for the period of one year may be granted upon such terms of rent and upon such other considerations as may be then agreed upon by and between the parties hereto.

The parties of the second part agree to maintain the premises at all times in a clean, neat and sanitary condition, and the premises shall be open for inspection to the party of the first part at any time upon demand, and shall be kept in a condition of cleanliness satisfactory to it.

Said parties of the second part shall keep said premises free from all immorailty and immoral characters, and loafing, and shall operate said Lodge in conformity to and with all the laws, rules and regulations now in force, whether federal, state or municipal, appertaining thereto; and in accordance with the rules and regulations of the first party now in force or which may hereafter be formulated; and to maintain said Torrey Pines Lodge and the grounds adjacent thereto in a first class manner, to the end that said Torrey Pines Lodge shall be regarded as the most beautiful and best conducted place of entertainment on the coast.

Said parties of the second part, at their own expense, shall keep the premises herein permitted to be occupied and every part thereof in good order and repair, and the party of the first part shall not be called upon or required to make any repairs, alterations or additions whatsoever.

Parties of the second part shall surrender said premises and the whole thereof to the party of the first part at the expiration of this lease, or at such time as they may vacate the same, in as good order and condition as the same are now in, ordinary wear and tear thereof and damage by the elements excepted.

It is hereby covenanted and agreed that parties of the second part may have the use of the equipment listed on the inventory attached hereto and marked "Exhibit A", and that they will at the end of the term hereof, or upon the sooner termination, return the same in as good condition as received, other than occasioned by ordinary use thereof; and that they will, at their own expense, make any replacements thereof when lost, broken or destroyed.

Said parties of the second part agree to permit no gambling whatsoever on said premises, or any noisy, boisterous, or unseemly donduct thereon; but to maintain and operate said Lodge in a clean, wholesome and proper manner.

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

It is mutually understood and agreed by and between the parties hereto that the various rights and remedies herein contained and reserved to the party of the first part shall not be considered as exclusive of any 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 party of the first part to exercise any right or power arising from any omission, neglect or default of the parties of the second part shall impair any such right or power, or shall be construed or held to be a waiver of any other breach or acquiescence in, or consent to, any further or succeeding breach of the same covenant.

It is further understood and agreed by the parties hereto that the parties of the second part will use and occupy said premises 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 permit of occupancy 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 parties of the second part by reason of this agreement and/or permission herein granted as aforesaid.

IN WITNESS WHEREOF, this permit of occupancy is executed by The City of San Diego, acting by and throuth its Park Director, and the said parties of the second part have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Park Director
Party of the First Part

MONTGOMERY & LAZENBY
F. H. LAZENBY
W. A. MONTGOMERY
Parties of the Second Part

I hereby approve the foregoing Permit of Occupancy, this 2nd, day of June, 1937.

R. W. FLACK, City Manager

I hereby approve the form of the foregoing Permit of Occupancy, this 2nd day of July, 1937.

D. L. AULT, City Attorney
By HARRY S. CLARK, Deputy

INVENTORY OF TORREY PINES LODGE
July 1, 1937

GLASSES		
Water, Green	7	Good
Clear	21	"
Brown	25	"
Iced Tea Straight	10	"
Turned	1	"
Cocktail, Green, Heavy	18	"
Green, Thin	5	"
Pickle Dishes, glass	19	"
Finger Bowls, glass	17	Fair
PLATES, GLASS, Green		
9½"	2	Good
8½"	18	"
6" (3 yellow)	20	"
Saucers	18	"
PLATES, CHINA		
Dinner	67	"
Desert	70	"
B & B	44	"
CUPS		
Coffee, China	79	"
Demi Tasse	6	Fair
Saucers		
China	65	Good
Demi Tasse	12	Fair
Sauce Dishes	70	Good
Cruets, glass	3	"
TEA POTS		
Round	19	"
Tall	3	"
With Handle	6	"
Soup Bowls	57	"
MEXICAN BOWLS		
6"	8	"
5"	5	"
SUGAR BOWLS		
Lids	13	Fair
No lids	8	"
PLATTERS		
12"	4	Good
9"	6	"
Custard Cups, Pottery	18	"
INDIVIDUAL CREAMERS		
Brown	29	"
White	35	"
Individual syrups	22	"
SILVER, FOR USE		
Knives, table	112	"
steak	24	"
Forks, table	232	"
cocktail	11	"
Spoons, tea	162	"
soup	60	"
sherbert	10	"
soda	12	"
demi tasse	6	"
iced tea	17	"
Butter Knives	5	"
Sugar spoon	1	"
Serving Fork	1	"
Salt & Peppers, Individual	33	"
KITCHEN UTENSILS		
Jello Molds	11	Poor
Biscuit cutters	3	"
Pancake Turner	1	"
Meat Saw	1	"
Potato Mashers	2	"
Ice Cream dippers	2	"
Wire Whip	1	"
Ladles	5	"
Dover Egg Beater	1	"
Spatula	1	"
Knife steel	1	Good
Knives, large, bread	2	Poor

KETTLES, ALUMINUM		
14"	3	Fair
13"	1	"
11"	1	"
French fryer, 12"	3	"
Frying pans, 12"	3	"
COFFEE POTS		
Percolator, 8"	1	"
6"	1	"
Drip, 6"	1	"
Lemon Squeezer, glass	1	Good
Teakettle, 6 qt. aluminum	1	"
Pencil sharpener, Chicago	1	Fair
Automatic water heater, Evert Type AD, Serial No. 1702, 220 Volts, 25 Amps		
Safety Switch, Diamond E, Catalog FC2	1	Good
Switch for stove & Griddle Cat. No. 40322, Type C, Trumball Elect. Co.	1	"
Steam Table, 2 x 8, Ingle	1	Fair
Granite Kettles		
11"	5	"
9"	3	"
5"	3	"
Granite Pans		
10 x 16	5	"
12 x 20	1	"
Lids for kettles	10	"
Lids for pans	2	"
Oil burner	1	"
Sink, 20 x 36 x 14, trap	1	Good
Faucets	2	"
SERVICE TRAYS		
Aluminum	5	Fair
Wicker	5	Poor
Dish wash rack, zinc. Ingle, trap	1	Good
Chicago fire extinguisher	2	Poor
Table, 3 x 7	1	Good
Mop Wringer	1	Fair
Baker Ice Machine, complete, 6 ice cans, in running order	1	"
Double laundry trays, 26x48, connected	1	"
Bath Tub, zinc	1	"
Drinking fountains	2	Good
L.H. R.P. Shovels	2	Poor
Fuel Tank, G.I.	1	Fair
TABLES, DINING		
3 x 3, home made	23	Good
14 x 28, home made	6	"
24 x 36	2	"
Bus, folding	3	"
CHAIRS, DINING		
Wicker	31	Fair
Hide seats, home made	40	Poor
High	1	Fair
Hickory rocker	1	"
Log stools	3	"
Hat trees, home made	4	Poor
Nat. Cash Register, No. 1463520, #336	1	Fair
1 " Star Knife holder, 20" Wrapping Paper	1	"
SHOW CASES		
Built in, 20" deep, 32'	1	Good
60" glass	1	"
108" glass	1	"
36" glass	1	"
Gum dispenser	1	Fair
Fire extinguisher, "Badger"	2	"
Shelving, 120 lin. ft.		Good
DRAPERIES		
Short, pairs	11	Fair
Long, 72", pairs	2	"
Bookcase & cabinet, home made	1	Good
Davenport, home made	1	Poor
MENS TOILET		
Urinal, wall	1	Good
Wash basin	1	"
Toilets, low tank	2	"
Towel dispenser	1	Fair
Toilet paper dispenser	2	"
LADIES TOILET		
Toilets, low tank	4	Good
Wash basin	1	"
Towel dispenser	1	Fair
Toilet paper dispenser	4	"
San Nap Dispenser	1	"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit of Occupancy, between the Park Director and Montgomery and Lazenby; being Document No. 303510.

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

By August M. Gradstrom Deputy.

AGREEMENT

WHEREAS, Reg Stalmer is the owner of Property at 305 Washington St. S.D. Lots 15-16 Block 4 Subdivision Hillcrest and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 14th day of June, 1937, by Reg Stalmer that I will, for and in consideration of the permission granted me to remove 35 feet of curbing on Washington street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on myself, my 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.

REG STALMER, Owner's Name
305 Washington St., Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 14th day of June, A.D. Nineteen Hundred and 1937, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Reg Stalmer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

DOROTHY M. OLSON
(SEAL) Notary Public in and for the County of San Diego, State of California.

RECORDED JUN 24 1937 45 min past 9 A.M. in Book 665 at Page 269 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.
ORPHA HARBAUGH #18
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 Curb Removal Agreement from Reg Stalmer; being Document No. 303274.

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

A G R E E M E N T

THIS AGREEMENT, made and entered into this thirtieth day of June, 1937, by and between the BOARD OF ADMINISTRATION OF THE CITY EMPLOYEES' RETIREMENT SYSTEM of The City of San Diego, Party of the First Part, and GEORGE B. BUCK of the City of New York, in the State of New York, Party of the Second Part, WITNESSETH:

WHEREAS, in and about the administration of the City Employees' Retirement System of said City it is desirable and necessary to retain the services of a competent consulting actuary for the fiscal year beginning July 1, 1937 and ending June 30, 1938; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The Board of Administration of the City Employees' Retirement System of The City of San Diego hereby retains and employs George B. Buck, Party of the Second Part herein, in the capacity of consulting actuary for said Board and said Retirement System, for the fiscal year beginning July 1, 1937 and ending June 30, 1938, at a total compensation of Nine Hundred Dollars ($900.00), payable in four equal quarterly payments, the first quarterly payment of Two Hundred Twenty-five Dollars ($225.00) to be made September 30, 1937.

The Party of the Second Part agrees that during said period he will render to said Board of Administration and to said Retirement System the usual and customary services performed by consulting actuaries for municipal retirement or pension systems, including calculations upon applications for retirement by members of the system, annual valuations and certifications of amounts necessary to be appropriated for the Retirement Fund and advising upon questions connected with the operation of the system from time to time as required by the Board of Administration.

IN WITNESS WHEREOF, this agreement is executed by the president and secretary of the Board of Administration of the City Employees' Retirement System, thereunto duly authorized, and the Party of the Second Part has hereto subscribed his name the day and year first hereinabove written.

BOARD OF ADMINISTRATION OF CITY EMPLOYEES' RETIREMENT SYSTEM

By C. F. ATKINSON, President

ATTEST:
THOMAS H. TULLOCH, Secretary

GEO. B. BUCK, Party of the Second Part

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Geo. B. Buck, as Actuary for the Board of Administration of City Employees' Retirement System; being Document No. 303537.

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

A G R E E M E N T

WHEREAS, So. California Telephone Co. is the owner of Lot Wly. 50 ft. Lot 19 Block 5 Subdivision Crittenden Addition, as shown on Map No. 889 on file in the office of the County Recorder, San Diego County, California, and,

WHEREAS, the provisions of Ordinance No. 12873 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 University Avenue Street; and,

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a telephone 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. 66166 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a telephone building to 6.71' from the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said building from said front property line back to the line established and designated by the said City of San Diego, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 24th day of June, 1937, by So. California Telephone Co. that it will, for and in consideration of the permission granted it to erect a telephone building on the above described property to 6.71' from the front property line, bind itself to, and it 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. 12873 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 building to the line designated; that it will move said 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.

SO. CALIFORNIA TELEPHONE CO., Owner's Name
A. E. SCOTT, Dist. Mgr.
914 C, Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 24th day of June A.D. Nineteen Hundred and Thirty-seven, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. E. Scott, District Manager of So. Calif. Telephone Co. 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 JUL 6 1937 3 min past 9 A.M. in Book 670 at Page 123 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.
SULLIVAN #5
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 Setback Agreement with Southern California Telephone Co.; being Document No. 303441.
ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.
By August M. Nadstrom Deputy.

A G R E E M E N T

WHEREAS, H. R. Conklin is the owner of Undivided 1/2 Interest in Lot F Block I Subdivision Horton's Add. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 25 day of June, 1937, by H. R. Conklin that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Lot F Block I Horton's Addition street adjacent to the above described property, bind him to, and he hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on him, 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.

H. R. CONKLIN, Owner's Name
Address

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 25th day of June, A.D. Nineteen Hundred and 37, before me, Jane J. Little a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. R. Conklin 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)

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

RECORDED JUL 8 1937 44 min past 12 P.M. in Book 677 at page 30 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 Curb Removal Agreement from H. R. Conklin; being Document No. 303558.

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

By August M. Hedstrom Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND
OCCUPANCY PERMIT

THIS PERMIT AGREEMENT, made this 1st day of July, 1937, between the CITY OF SAN DIEGO, acting by and through the Superintendent of Parks thereof, hereinafter sometimes designated as the "City", party of the first part; and CANADIAN LEGION - B.E.S.L., U.S.A. POST NO. 5, party of the Second Part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of the City, non-commercial, local societies, groups and organizations engaged in civic, social, educational, cultural, recreational or philanthropic work or activities, may, at the discretion of the Park Department of the City and subject to ratification by the City Council, be permitted to establish and maintain regular meeting places and headquarters in certain buildings belonging to the City located in Balboa Park; and

WHEREAS, the party of the second part is a non-commercial body engaged in THE CARE OF DISABLED VTERANS, CHILD WELFARE WORK AND GENERAL COMMUNITY BETTERMENT.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part and upon the terms and conditions for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of THE CANADIAN LEGION BUILDING

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) of this permit

(2) Party of the second part shall save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion covered by the permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition and promptly, when required so to do by the Park Department, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City, for such use and occupancy the sum of THIRTY-FOUR AND 55/100 Dollars ($34.55) PER ANNUM FOR INSURANCE, UPON THE EXECUTION OF THIS DOCUMENT

(5) That the party of the second part shall be required to be responsible for and to pay all charges for light, heat and water furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

(8) That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department are authorized to make and enforce under the provisions of said Ordinance No. 1013 (New Series) for the use, occupancy, maintenance and care of such buildings or part of buildings as are authorized to be allocated for partial use and occupancy under said ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Superintendent of Parks of said City, party of the first part,and the party of the second part, THE CANADIAN LEGION, B.E.S.L., U.S.A. POST NO. 5, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
By J. G. MORLEY, Superintendent of Parks

THE CANADIAN LEGION, B.E.S.L.,U.S.A.POST NO. 5
By ARTHUR H. WILSON, Commander

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with The Canadian Legion, B.E.S.L., U.S.A. Post No. 5; being Document No. 303604.

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

By Helen M. Willig Deputy.

THIS AGREEMENT, made and entered into this 1st day of July, 1937, by and between THE CITY OF SAN DIEGO, acting by and through the City Manager, party of the first part, and W. A. KEARNS, party of the second part, WITNESSETH:

WHEREAS, W. A. Kearns is regularly employed by The City of San Diego as Superintendent of Playgrounds and Recreation on a half-time basis at a definite compensation therefor; and

WHEREAS, the City desires during the months of July and August, 1937, to secure the services of the said W. A. Kearns to supervise the recreational and playground activities of the City on a full-time basis; and

WHEREAS, the said party of the second part is willing and able to undertake said additional services;

NOW, THEREFORE, in consideration of the premises and of the mutual promises hereinafter recited, the parties hereto agree together as follows:

The party of the first part hereby retains and employs the party of the second part to devote his full time and services to direct and supervise the recreational and playground activities of the City during the months of July and August, 1937, at and for the agreed compensation for said additional services to be performed by the party of the second part of one hundred sixty-two and 50/100 dollars ($162.50) per month, payable in equal semi-monthly installments, at the times when the regular city semi-monthly payrolls are paid.

The party of the second part hereby agrees to accept said employment and to devote during the months of July and August, 1937, his entire time to the performance of the duties of directing and supervising the recreational and playground activities of The City of San Diego.

It is understood and agreed that the compensation herein provided is in addition to the regular monthly compensation received by the party of the second part under his regular employment with the City for half-time services as Superintendent of Playgrounds and Recreation.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, thereunto duly authorized, and the party of the second part has hereunto subscribed his name, this 1st day of July, 1937.

THE CITY OF SAN DIEGO,
Party of the first part
By R. W. FLACK, City Manager
W. A. KEARNS
Party of the second part

The foregoing agreement is hereby approved this 1st day of July, 1937.
By R. H. SMITH, Secretary.
CIVIL SERVICE COMMISSION

I hereby approve the form of the foregoing agreement this 2d day of July, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with W. A. Kearns for personal services as recreational and playground supervisor; being Document No. 303624.

ALLEN H. WRIGHT
City Clerk of The City of The City of San Diego
By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, GRAYBAR ELECTRIC COMPANY, INC., as Principal, and United States Guarantee 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 ONE THOUSAND ONE HUNDRED TWELVE DOLLARS ($1112.00), 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 12th day of July, 1937.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said principal on the 12th day of July, 1937, entered into the annexed contract with said The City of San Diego, to furnish and deliver to said City:

26,000 feet Habirshaw street lighting cable, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 303145.

NOW, THEREFORE, if 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.

GRAYBAR ELECTRIC COMPANY, INC. Principal
(SEAL) ATTEST: By H. L. HARPER, Pacific District Manager

I hereby certify that I am Secretary of Graybar Electric Company, Inc., a corporation organized and existing under the laws of the State of New York, with its principal office at New York, New York; that as such I am custodian of the records and official seal of said company, and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said company at a meeting held at New York, New York, on September 26, 1932:

"RESOLVED, That H. L. Harper, Pacific District Manager, and J. I. Colwell, Manager at Seattle, be and each of them is, hereby authorized to execute in the name and on behalf of this Company bids and contracts for the sale of apparatus and supplies, and bonds accompanying such contracts, and to affix the corporate seal of the Company to such documents as required."

Further, that the foregoing meeting was convened and the proceedings held in accordance with the law and the charter and by-laws of said company, and have not been revoked, annulled or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the company this 25th day of January, 1937.

M. E. WAGNER, Secretary of GRAYBAR ELECTRIC COMPANY, INC.

(SEAL)

UNITED STATES GUARANTY COMPANY, Surety
By R. G. HILLMAN, Attorney-in-Fact
And M. S. BANKS, Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On this 12th day of July, A.D. 1937, before me, Chas E. Brown, a Notary Public in and for the said County and State, personally appeared R. G. Hillman and M. S. Banks, known to me to be the persons whose names are subscribed to the within Instrument, as the Attorneys-in-Fact of United State Guarantee Co. and acknowledged to me that they and each of them subscribed the name of UNITED STATES GUARANTEE 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 the day and year in this certificate first above written.

(SEAL) CHAS. E. BROWN
My Commission Expires Notary Public in and for said County and State
January 12, 1938.

I HEREBY APPROVE the form of the foregoing bond this 13th day of July, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY APPROVE the foregoing bond this___day of July, 1937.
R. W. FLACK, City Manager

CONTRACT

THIS AGREEMENT, made and entered into this twelfth day of July, 1937, 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 the GRAYBAR ELECTRIC COMPANY, INC., 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:

26,000 feet Habirshaw street lighting cable, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 303145.

Delivery to destination, San Diego, within thirty-five (35) days from and after execution of contract.

Said contractor further agrees to furnish and deliver said material hereinabove described at and for the price of Four Thousand and Four Hundred Forty-six Dollars ($4446.00), inclusive of fourteen (14) reels; the sum of Twelve Dollars ($12.00) to be paid by the contractor to the City for each reel returned to said contractor in serviceable condition within 12 months from date of billing, f.o.b. San Diego. Said price includes the California 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 material by the City Manager of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Four Thousand Four Hundred Forty-six Dollars ($4446.00), 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 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 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 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 performed 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 Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 66184 of the Council authorizing such execution, and the contractor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By R. W. FLACK, City Manager

(SEAL) ATTEST:
J. J. O'REILLY

GRAYBAR ELECTRIC COMPANY, INC., Contractor
By H. L. HARPER,
Pacific District Manager

I HEREBY APPROVE the form of the foregoing contract, this 13th day of July, 1937.
D. L. AULT, 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 Graybar Electric Company, Inc., for Cable for El Cajon Blvd. Lights. Being Document No.303654.

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 1st day of July, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter called the "City" and SMITH-EMERY COMPANY, a corporation, party of the second part, hereinafter designated as the "Company," WITNESSETH:

WHEREAS, the City is now the owner of and operates a testing laboratory in what is commonly known as the Administration Building in Balboa Park, in the City of San Diego, State of California, and is desirous of leasing the same to the Company upon such terms and conditions as are hereinafter more particularly set forth; and

WHEREAS, the Company is desirous of leasing said testing laboratory upon the terms and conditions this day agreed upon with The City of San Diego; NOW, THEREFORE,

In consideration of the premises and the faithful performance of all of the terms and conditions by the said Company on its part to be performed, the said City hereby leases to the said Company the above described testing laboratory, together with all fixtures and equipment now located in said laboratory, (a detailed list of which is attached hereto, made a part hereof, and marked "Exhibit A"), including the room, rooms and/or space the said laboratory now occupies in said building, together with all methods of ingress and egress to and from the leased premises for a period of one year from and after July 1, 1937, for a yearly rental of One Hundred Twenty Dollars ($120.00), payable Ten Dollars ($10.00) monthly in advance. As a further consideration for the use and occupation of said premises the Company contracts and agrees to do and perform the following:

(a) Pay when due all gas, water and electricity charges contracted for during the life of this lease;

(b) Maintain, at its own expense, all fixtures and equipment in as good condition and repair as it is in on the date of the execution of this lease, wear and tear and damage by the elements excepted;

(c) Keep and maintain said laboratory and the space used therefor in a clean, safe and sanitary condition in accordance with all government and state laws and City ordinances in force and effect during the life of this lease;

(d) Assume and faithfully perform a contract now in force and effect between the U. S. Government and the City, wherein and whereby the said City agrees to do certain testing for the Government, at a certain stipulated price;

(e) Do and perform promptly all necessary laboratory testing of samples for the City which may be delivered to the laboratory during the life of this lease for a consideration of not to exceed 66-2/3% of the Company's established rates or prices, as evidenced by a list of rates and prices submitted to the City in a letter under date of June 15, 1937, which contains the following recitals;

"We list below items which you may be expected to submit for testing, and the established prices and allowance which gives some idea of the return the City may get for the use of the laboratory, besides the saving on the transportation and time.

"NORMAL TESTING REQUIREMENTS PER YEAR SAMPLES DELIVERED TO OUR LABORATORY

					33-1/3% Off
Re-Steel,	250	tests	@ $ 2.00	$500.	$166.67
Cement	20000	bbls.	.03	600.	200.00
Conc. Cyl.	300	cylinders	2.00	600.	200.00
Screen Analysis, Sand & Gravel	100	tests	2.50	250.	83.33
Specific Gravity Test on Sand & Gravel	100	"	1.50	150.	50.00
Clay & Loam Test on Sand	50	"	1.50	75.	25.00
Organic Test on Sand	50	"	1.50	75.	25.00
Los Angeles Rattler Tests	20	"	5.00	100.	33.33
Conc. Mix Design	6	"	25.00	150.	50.00
Asphaltic Conc. determinations (Plant)	10	"	5.	50.	16.67
" " (Street)	10	"	10.	100.	33.33
Structural Steel Mill Tests Average 60¢ per ton less					33-1/3%
" "					
Shop Inspection $17.50 per man day less					"
" "					
Erection " 17.50 " " " "					"

Inspection and Tests requiring Eastern connections with our representative Pitt. Testing Lab. - Standard prices, less 10%.
Mileage rate 6¢ per mile (No Discount)
Pickup Charges $1.50 per hour less 33-1/3%."

(f) Keep the property and equipment herein leased insured in the name of the City in an approved insurance company in an amount equal to the reasonable value of such property and equipment.

It is mutually understood and agreed by the parties hereto that in the event the Company faithfully performs all the terms and conditions contained herein on its part to be performed it shall have the use and occupation of said equipment and premises for an additional one-year period, from and after the expiration of the first one-year period herein provided for; at the same terms, conditions and rental as herein provided.

In the event all the terms and conditions herein contained have been faithfully performed by the Company up to and including the two one-year periods, as above provided for, and the parties hereto mutually agree upon terms and conditions beyond said two-year period, the Company shall be entitled to the use and occupation of said property and premises for such period of time and at such rental as may be agreed upon, not to exceed, however, five (5) years in all, from and after the date of the execution of this agreement.

It is understood and agreed that said Company shall not sell, assign or transfer its interest in or to this agreement or the leased premises without written consent from the City having been first obtained.

It is understood and agreed that time is of the essence of this agreement. That in the event the Company shall fail, refuse or neglect to perform the services herein provided for, or shall fail, refuse or neglect to do or perform any or all of the terms, or conditions, on its part to be done or performed, then the City may terminate this agreement and take immediate possession of said property and premises.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 66144 of the Council authorizing such execution, and the Party of the Second Part has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R. W. FLACK, City Manager
SMITH-EMERY COMPANY, Party of the Second Part

(SEAL)

BY E. O. SLATER, Pres.

I HEREBY APPROVE the form of the foregoing Agreement this 1st day of July, 1937.
D. L. AULT, City Attorney

EXHIBIT "B"

APPARATUS AND EQUIPMENT - TESTING LABORATORY

	ITEM	CONDITION	QUANTITY
18851	Olsen Universal Testing Machine, 200,000# Capacity	Good	1
18853	Fairbanks Cement Testing Machine, 2000# Capacity	Fair	1
18854	" " " " 1000# "	"	1
18855	Deval Abrasion Machine, with Accessories	Good	1
18856	Tyler Ro-Tap Sieve Shaker	"	1
18857	Freas Constant Temperature Electric Oven	"	1
18858	Smith Ductility Machine	"	1
18859	Dulin Rotarex Separator, 1000 Gram Capacity	Fair	1
18860	" 500" "	"	1
18861	N Y Testing Lavoratory Penetrometer	Good	1
18863	Westphal Specific Gravity	Poor	1
18864	Torsion Balance, 10# Capacity	Fair	1
18865	Troemner Balance, No. 2, with weights	"	1
18866	" " 3, "	"	1
	" " 5B "	"	1
	Extra 1000-Gram Weights	Good	2
18868	Spencer Microscope with Mecrometer measuring attachment	"	1
18869	Delimeter	"	1
18870	Set Permeability Apparatus	Fair	1
18871-2	Stirring Machine, H-B, with extra stirring rod	Good	2
18873	Apparatus for Consolidation and Percolation Test, Soil	"	1
18874	Apparatus for Friction Test, Soil Samples	"	1
18875	Set Gillmore Needles	"	1
18876	Vicat Needle Apparatus	Fair	1
18877	Stop Watch	Good	1
18878	Metronome	"	1
18879	Sheet Iron Drying Oven 20"x13"x18"	Fair	1
18880	" 21"x12"x18"	Poor	1
	Brass Briquette Molds 3 Gang	Fair	24
	" 4 "	"	8
	" Single	"	8
	Cube 3 Gang	"	1
	Cylindrical for Cement Tests 2"x4"	Good	10
	Cement Sieve Typer, #200 Brass, 8" Diam USBS Cert.	"	1
	" " " " Half Height	Fair	6
	Cover for Above, Brass	"	1
	Sand Sieve Tyler & US Standard, Various, Numbers 3 to 200, Brass Frame 8" Diam	"	21
	Covers for this set, Brass	"	3
	Pans for this set, Brass	"	4
	Rock Screens, Tyler, Brass Frame, 8" Diam. Sq. Mesh, Various Sizes, 1/4" to 3"	Good	8
	Rock Screens Galv. Iron 18" Diam rd mesh var. sizes	Fair	8
	Rock Screens, similar to above, frames ranging 8" to 12" diam, Various sizes of mesh	"	10
	Perforated Plates, 12" Diam. and 1 pan	"	5
	Not feasible to attach tag numbers to these articles.		
	Slide Rule, K & E Polyphase Duplex, 20-inch 4088-5S and case	Good	1
18883	Flat top desk, 34"x60"	"	1
18884	Globe-Wernicke bookcase, 5 unit	"	1
18885	" Comb. book & filing case	"	1
18888	Wall Cabinet, 12"x38"x43"	"	1
18889	Swivel desk chair,	"	1
18890	Plain office chair	"	1
1611	"	"	1
1693	Humphrey Automatic Water Heater	Fair	1
1694	Set Storage Tanks, 4 unit, with Water piping and with Electrid heating element in one unit	"	1
1695-7	Work Bench, 2.5' x 9'	"	3
900-1	" 2.5' x 10.5'	"	2
902	Work Table, 2.5' x 9'	"	1
903	" 2.5' x 6'	"	1
905-6	Sink 29" x 17" x 7", earthen ware	"	2
907	Sirocco ventilating fan	"	1
908	Electric heater, circulator copper reflector	"	1
911-12	Gas plate, 2 burner	"	2
914-15	Fairbanks platform scale, 250 lbs capacity	"	2
916	Standard platform scale, 240 " "	"	1

GENERAL APPARATUS, NOT LISTED ON EQUIPMENT SHEET

Glass plate, 18" x 24" x 3/4"	Good	1
" " 18" x 24" x 1/2"	"	5
" " window glass, 3-1/2" x 3-1/2"	"	300
Tank, galv iron, 12" x 28" x 12"	Fair	1
Pan " " 30" x 30" x 4"	"	4
" " " 24" x 28" x 4"	"	1
" " " 16" x 24" x 4"	"	2
Can " " cement storage 2 CF capacity	"	3
Tub " " 18" diam	"	1
Pail " " 10 qt	"	5
Iron pan, 10" x 15" x 2-1/2"	"	3
" " saucepan type	"	3
Tin pan, dish pan type	"	2
Pan, agate ware, 12"x 16" x 2-1/2"	Good	11
" " " " " " "	Poor	1
" " " 8-1/2" x 13" x 2"	Fair	11
" " " miscellaneous	"	2
Jar, earthen, 11" diam	"	2
Boiler, copper, 11" x 20" x 12"	Poor	1
Broom		3
Dust pan		4
Dust brush		9
Brass Cylinder, 6" diam 12" high	Good	1
Cubic foot measuring box	Fair	1
One half cubic foot measuring box	"	1
Slump cone with tamping rod	"	1
Carpenter's level	Good	1
" square	Fair	1
" hammer	"	1
Stone hammer	"	1
Cold chisel	"	1
Rasps	Poor	1
Triangular file	Fair	2
Bench vise, 4" face	"	1
Emery wheel	Good	1
Hack saw frame & saws	Fair	1
Steel punch	"	1
Steel rule, 1'	"	1
Wooden rule, 18"	"	1
Calipers, pr.	"	1
Ames Micometer dial	"	1
Pliers	"	1
Screw driver	"	1
Small monkey wrench	"	1
Small stillson wrench	"	1
Shovel, square end	"	2
Masons trowels	"	2
Pointing trowels	Good	6
Cement sampling tubes	"	3
Pair shears	"	1
Ink wells	"	3
Wire baskets	"	2
Staplers		

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Smith-Emery Co.; being Document No. 303625.

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

By Helen M. Willig Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1937, 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. 1165 (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 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, 1937, 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 Three Hundred and Eighty Dollars ($380.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefore the said rate of Three Hundred and Eighty Dollars ($380.00) 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, 1937, and ending June 30, 1938.

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
R. W. FLACK, City Manager

HAROLD A. THOMPSON, Second Party

I hereby approve the form of the foregoing contract this 8 day of July, 1937.
D. L. AULT, 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 Dr. Harold A. Thompson as Bacteriologist in the Health Department; being Document No. 303728.

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

By Helen M. Willig Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1937, 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. 1165 (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, 1937, second party will faithfully perform the services and duties of Curator of Junipero Serra Museum, as the same are hereinafter described at the rate of one hundred twenty-eight & 66/100 dollars ($128.66) per month, payable in two 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 twenty-eight & 66/100 dollars ($128.66) 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 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, 1937 and ending June 30, 1938.

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
R. W. FLACK, City Manager

JOHN DAVIDSON, Second Party

I HEREBY APPROVE the form of the foregoing contract, this 14 day of July, 1937.
D. L. AULT, City Attorney
By H. B. DANIEL, Assistant City Attorney

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Contract with John Davidson, as Curator of Serra Museum; being Document No. 303729.

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

THIS AGREEMENT, made this 21st day of July, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, acting by and through the City Manager thereof, first party, hereinafter sometimes referred to as the "City", and L.S.EVERTS AND CARL M. ESENOFF, second parties, hereinafter sometimes designated as the "Auditors", WITNESSETH:

WHEREAS, the City desires to engage the services of competent certified public accountants to make the annual audit of all accounts and books of all the departments of the City, pursuant to the provisions of Section 111 of the City Charter, and to perform certain other work as hereinafter mentioned; and

WHEREAS, second parties are willing to undertake and perform said work;

NOW, THEREFORE, the parties do hereby agree together as follows:

(1) The City does hereby employ the said second parties to make the annual audit required under Section 111 of the City Charter, covering a period of one year from July 1, 1936, to June 30, 1937, inclusive, and agrees to pay second parties therefor the amounts, at the times, and in the manner hereinafter set forth.

(2) The second parties do hereby accept said employment, and agree faithfully and to the best of their ability to perform said services required of them, and to accept in full compensation therefor the sums of money, payable at the times, and in the manner hereinafter set forth.

(3) The Auditors agree to commence said audit on or before the 31st day of August, 1937, and to fully complete the same on or before the 30th day of November, 1937.

(4) The City agrees to pay to said auditors for said completed audit the sum of seventeen hundred dollars ($1,700.00).

The amount agreed to be paid to said Auditors on account of said audit, to-wit, the sum of seventeen hundred dollars ($1,700.00), shall be payable in the following manner: Twenty-five per cent (25%) thereof when twenty-five per cent (25%) of said audit shall have been completed; twenty-five per cent (25%) when fifty per cent (50%) of said audit shall have been completed; and twenty-five per cent (25%) when seventy-five per cent (75%) of said audit shall have been completed. The Auditors shall render to the Manager progress reports whenever required by him, and his determination as to progress of the audit shall be final and binding upon the Auditors.

The withheld portion of said seventeen hundred dollars ($1,700.00), to-wit, twenty-five per cent (25%) shall not become due and payable until the completion of said audit and the acceptance of the same by the City Manager and the acceptance thereof by the City Council, 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 Part III, Title IV, of the Code of Civil Procedure of the State of California.

When the terms of this agreement 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 this agreement shall have been executed by the Auditors, 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 Auditors.

The Auditors agree that they will not underlet nor assign this agreement, or any part thereof.

It is mutually understood and 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 Auditors unless authorized and directed by resolution of the Council of the City of San Diego to that effect.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Manager, under and pursuant to Resolution No. 66243, authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By HELEN M. WILLIG, Deputy.

CARL M. ESENOFF
L.S.EVERTS

I hereby approve the form of the foregoing Contract this 14 day of July, 1937.

D.L.AULT, City Attorney
By H.B.DANIEL, Assistant 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 L.S.Everts and Carl M. Esenoff 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 21, 1937.

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 L.S.Everts and Carl M. Esenoff for preparation of Annual Audit. Being Document No. 303765.

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and EDWARD L. HARDY, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1165 (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 Director 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:

Administration and direction of the Museum in its functions of research, exhibition, education and custodianship, including direction and supervision of the work of the staff of the Museum and of employees, and the direction and management of expenditures in accordance with the By-laws of the San Diego Museum Association and the rules and regulations of the City of San Diego.

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, 1937 and ending June 30, 1938, second party will faithfully perform the services and duties of the Director of the San Diego Museum, as the same are hereinabove described, at the rate of One Dollar per year, payable annually.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: One Dollar ($1.00) per year, payable annually.

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, 1937 and ending June 30, 1938.

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 R.W.FLACK, City Manager.

EDWARD L. HARDY, Second Party.

I hereby approve the form of the foregoing contract, this 22nd day of July, 1937.
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edward L. Hardy as Director of the San Diego Museum. Being Document No. 303775.

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

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1937, 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 delegated to perform the operations outlined in city ordinance No. 292 new series, and in the amendments thereto, such duties being known as the work of the City Pound.

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), Monday to Friday from 8:00 o'clock a.m. to 5:00 o'clock p.m., Saturday from 8:00 a.m. to 12:00 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 said Society so engaged in work under the provisions of the said 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 provide the Society with license tags, license receipt books, and other necessary pound blank forms; and to pay to the Society the sum of Eight Thousand Eight Hundred Dollars ($8,800) as allowed in the annual appropriation ordinance of said City, payable as follows: (Eight Hundred Dollars ($800.00) July 1, 1937 and the balance of Eight Thousand Dollars ($8,000.00) in twelve equal monthly payments. Said installments shall be paid by warrant drawn on the Treasury of the City of San Diego on the last working day of and for each calendar month through the term of the contract.

VI.

That this agreement shall continue in force from and after its execution to and including June 30, 1938. 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) Approved:
R.W.FLACK, City Manager

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

(SEAL) ATTEST:
(Mrs.) M.R.LYONS, Secretary.

SAN DIEGO HUMANE SOCIETY FOR THE PREVENTION OF CRUELTY TO CHILDREN AND ANIMALS.
HUGH J. BALDWIN, President.

I hereby approve the form of the foregoing Agreement this 19th day of July, 1937.
D.L.AULT,City Attorney
By HARRY S. CLARK,Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Humane Society for operation of City Pound. Being Document No.303771.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, THE SAN DIEGO SUN PUBLISHING CO., LTD., of The City of San Diego, California, as principal, and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are jointly and 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 26th day of July, 1937.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal on the 27th day of July, 1937, 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, 1937, and ending on the 31st day of July, 1939, in its daily newspaper, which is called THE SAN DIEGO SUN, in accordance with and at the contract price set forth in the said annexed contract.

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

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

THE SAN DIEGO SUN PUBLISHING CO., LTD.
Principal.

(SEAL) ATTEST:
M.E.HAY,Cashier.

By A.L.HOUSER, President.

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK
Surety.

(SEAL)

By HORACE W. MILLER,Attorney-in-fact.

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

On this 26th day of July in the year One Thousand Nine Hundred and Thirty-Seven before me, DOROTHY BARTLETT, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.L.HOUSER, known to me to be the President of the Corporation that executed the within instrument and appeared M.E.HAY, known to me to be the Cashier of the Corporation that executed the within instrument.

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.

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

(SEAL)
My Commission Expires,
June 15, 1941.

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

On this 26 day of July in the year One Thousand Nine Hundred and Thirty-seven before me, Dorothy Bartlett, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared HORACE W. MILLER known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK (a Corporation) and acknowledged to me that he subscribed the name of said Corporation thereto as surety and his own name as attorney in fact.

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

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

(SEAL)
My Commission Expires,
June 15, 1941.

I hereby approve the form of the within Bond this 27 day of July, 1937.
D.L.AULT,City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, this 27th day of July, 1937.

P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
BRUCE R. STANNARD
JOHN S. SIEBERT
Members of the Council.

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

C O N T R A C T

THIS AGREEMENT, made and entered into this 27th day of July, A.D. 1937, by and between THE SAN DIEGO SUN PUBLISHING CO., LTD., 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, 1937, and ending with the 31st day of July, 1939, in its daily newspaper, which is called THE SAN DIEGO SUN, for the following prices:

For each column inch, set solid, at least twelve ems wide, one time, eighty cents (80¢) each insertion.
For each column inch, set solid, at least twelve ems wide, two times, seventy-five cents (75¢) each insertion.
For each column inch, set solid, at least twelve ems wide, five times, sixty-five cents (65¢) each insertion.
For each column inch, set solid, at least twelve ems wide, ten times, sixty cents (60¢) 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 x 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 Sun, 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, 1937, to and including the 31st day of July, 1939.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1939, the same shall be finished and completed by the said Company in its said newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused these presents to be executed by its President, and the execution thereof to be attested by its Cashier, thereunto duly authorized, and these presents are hereunto subscribed by a majority of the members of the Council of said City, in pursuance of the authorization of Resolution No. 66286, this 27th day of July, 1937.

THE SAN DIEGO SUN PUBLISHING CO., LTD.
By A.L.HOUSER, President.

(SEAL) ATTEST:
M.E.HAY, Cashier.

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

On this 26th day of July in the year One Thousand Nine Hundred and Thirty-seven before me, DOROTHY BARTLETT, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.L.HOUSER, known to me to be the President of the corporation that executed the within instrument; and also appeared M.E.HAY known to me to be the Cashier of the corporation that executed the within instrument.

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.

DOROTHY BARTLETT
Notary Public in and for the County of San Diego, California

(SEAL)
My Commission Expires,
June 15, 1941.

THE CITY OF SAN DIEGO
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
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 27 day of July, 1937;
D.L.AULT, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The San Diego Sun Publishing Company for Official Advertising of the City of San Diego, California. Being Document No. 303845.

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 24 day of July, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as the City, and the UNITED STATES FOREST SERVICE, hereinafter referred to as the Government, WITNESSETH:

THAT WHEREAS, for many years the City has been paying a portion of the expense in maintaining a lookout on Lyons Peak during the fire season, and for the past two years has likewise contributed to the expense of maintaining San Diego River Guard in the vicinity of El Capitan Dam, and desires to continue so to do for the fiscal year 1937-1938;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter mentioned, the parties hereto agree together as follows:

The City agrees to pay to the Government during the fiscal year 1937-1938 the total sum of seven hundred and twenty dollars ($720.00), payable at the rate of one hundred and twenty dollars ($120.00) per month, toward the expense of the maintenance by the Government of Lyons Peak Fire Lookout Service, and the additional sum of six hundred dollars ($600.00), payable at the rate of one hundred dollars ($100.00) per month during said period, toward the expense of maintaining by the Government of the San Diego River Guard. Said monthly payments shall be made by the City during the fire season of said fiscal year, and will be deposited with the Regional Fiscal Agent, Forest Service, 760 Market Street, San Francisco, California, when and as requested by the Forest Supervisor.

The Government agrees to select, supervise and equip the men for the positions of Lyons Peak Lookout and San Diego River Guard, and to maintain said Lyons Peak Lookout and San Diego River Guard service during the fire season of the fiscal year 1937-1938, which said fiscal year begins July 1, 1937, to insure efficient fire protection to watersheds and mutual benefits to the parties to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By R.W.FLACK, City Manager.

UNITED STATES FOREST SERVICE.
By A.G.BRENNEIS
Forest Supervisor, Title.

I hereby approve the form of the foregoing agreement, this 9th day of July, 1937.
D.L.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with United States Forest Service for maintaining a lookout on Lyons Peak and San Diego River Guard. Being Document No. 303858.

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

By Helen M. Willig Deputy.

COOPERATIVE AGREEMENT FOR INVESTIGATION
OF SURFACE WATER RESOURCES. Surface Water

THIS AGREEMENT is entered into as of the first day of July, 1937, by the UNITED STATES GEOLOGICAL SURVEY, party of the first part, and the CITY OF SAN DIEGO party of the second part.

1. The parties agree, subject to the availability of appropriations, that, in accordance with their respective authorities, there shall be maintained in cooperation an investigation of the surface water resources of San Diego County, California, during the period from July 1, 1937 to June 30, 1938.

2. The following amounts shall be contributed for the purposes of this investigation to cover all of the cost of the necessary field and office work, including the administrative, technical, and clerical work directly related to this investigation incurred in the offices of the cooperating parties, but excluding any general administrative or accounting work in the office of either party, and excluding the cost of publication, by either party, of the results of the investigations:

(a) $1,800 by the party of the first part during the period from July 1, 1937 to June 30, 1938, of which amount not to exceed 20 per cent may be held in reserve, for later release if funds permit, in order to distribute the available funds proportionately among the cooperating States.

(b) $1,800 by the party of the second part during the period from July 1, 1937 to June 30, 1938.

3. Expenses incurred in the performance of the investigation may be paid by either party in conformity with the laws and regulations respectively governing each party, provided that so far as may be mutually agreeable all expenses shall be paid in the first instance by the party of the first part with appropriate reimbursement thereafter by the party of the second part. Each party to the cooperation shall furnish to the other party such statements or reports of expenditures as may be needed to satisfy fiscal requirements.

4. The field and office work pertaining to this investigation shall be under the direction of an authorized representative of the party of the first part, who shall supervise the work and certify to the expenditures of the funds contributed by both parties.

5. The areas to be investigated and the scope of the investigation shall be determined by mutual agreement between the parties hereto or their authorized representatives and the methods of investigation shall be those usually followed by the party of the first part subject to modification by mutual agreement.

6. During the progress of the work all operations and records of either party shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement on formal notice.

7. The original records shall be deposited with the party of the first part and shall become part of the official records. Official copies of all records of the investigation shall be furnished on request to the party of the second party.

8. The results of the work contemplated in this agreement shall be published in the regular official reports of the party of the first part. The party of the second part reserves the right to publish all results of said investigations, it being understood that at least sixty days notice shall be given the party of the first part for the proper assembling and compiling of any data desired for reports by the party of the second part. Publications by either shall contain a statement of the cooperative relation between the parties hereto.

9. This agreement covers the maintenance and repairs of the following gaging stations during the fiscal year ending June 30, 1938: Santa Ysabel Creek near Sutherland, San Vicente Creek near Foster, Campo Creek near Campo, Cottonwood Creek above Rio del Tecate, Tia Juana River below Rio del Tecate, and Tia Juana River near Nestor. JUN 18 1937.

UNITED STATES GEOLOGICAL SURVEY
By W.C.MENDENHALL, Director

CITY OF SAN DIEGO
By R.W.FLACK, City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cooperative Agreement for Investigation of Surface Water Resources with the United States Geological Survey. Being Document No. 303860.

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

By Helen M. Wilbig Deputy.

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1937, 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. 1165 (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 or 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, 1937 and ending June 30, 1938, 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 Thirty-six Dollars and 16/100 ($236.16) 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 Thirty-Six Dollars and 16/100 ($236.16) 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, 1937 and ending June 30, 1938.

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
R.W.FLACK, City Manager

MALCOLM J. ROGERS, Second Party

I hereby approve the form of the foregoing contract, this 31st day of July, 1937.
D.L.AULT, 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 of Employment of Malcolm J. Rogers as Curator of Anthropology S.D.Museum. Being Document No. 303960.

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

By Helen M. Wilbig Deputy.

A G R E E M E N T

WHEREAS, Margaret J. Hardy is the owner of Lot C Block 133 Subdivision Hortons and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of June, 1937, by Margaret J. Hardy that she will, for and in consideration of the permission granted her to remove 10 feet of curbing on Eleventh Avenue adjacent to the above described property, bind herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, 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.

MARGARET J. HARDY
Owner's Name
105 Massol Avenue, Los Gatos, Calif.
Address

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

On this 10th day of June, A.D. Nineteen Hundred and thirty-seven, before me, G.S.Mc Murtry, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Margaret J. Hardy, 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 Los Gatos, County of Santa Clara, State of California, the day and year in this certificate first above written.

G.S.McMURTRY
Notary Public in and for the County of Santa Clara,
State of California.

(SEAL)

RECORDED JUL 10 1937 36 Min. past 10 A.M. In Book 666 At Page 342 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 Curb Cutting Agreement from Margaret J. Hardy to the City of San Diego, California. Being Document No. 303579.

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

WHEREAS, H.P.Jepsen, is the owner of East One Half Lot 35 & 36 Block 58 Subdivision Park Villas and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10 day of July, 1937, by H.P.Jepsen that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Upas street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on myself, and 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.

H.P.JEPSEN
Owner's Name
1215 - 14
Address

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

On this 10th day of July, A.D. Nineteen Hundred and Thirty-seven before me, E.H.Brooks, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.P.Jepsen 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.

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

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from H.P.Jepsen to the City of San Diego, California. Being Document No. 303611.

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

By Helen M. Willig Deputy.

RECORDED JUL 14 1937 50 Min. past 9 A.M. In Book 666 At Page 369 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.

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and W.E.PATE, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 1165 (New Series) of the Ordinances of the City of San Diego, establishing a schedule of compensation for officers and employees of 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 material 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, 1937, 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 and no/100 ($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 and no/100 ($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, 1937, and ending June 30, 1938.

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
R.W.FLACK, City Manager

WILLIAM E. PATE, Second Party.

I hereby approve the form of the foregoing contract, this 31st day of July, 1937.
D.L.AULT, 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 of Employment of W.E.Pate (Curator of Archaeology - S.D.Museum). Being Document No. 303961.

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1937, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and GEORGE CARTER, a resident of the City of San Diego, second party, WITNESSETH

THAT WHEREAS, by Ordinance No. 1165 (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 cataloging, 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, 1937, 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 Ninety Dollars and Seventy-five cents($90.75) 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: Ninety Dollars & Seventy-five Cents ($90.75) 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, 1937 and ending June 30, 1938.

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
R.W.FLACK, City Manager

GEORGE F. CARTER, Second Party.

I hereby approve the form of the foregoing contract, this 31st day of July, 1937.
D.L.AULT, 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 of Employment of George Carter (Curator of Archaeology-S.D.Museum). Being Document No. 303962.

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

By Helen M. Willig Deputy.

P E R M I T

County of San Diego, San Diego, California.
Office of the Board of Supervisors.
August 4, 1937.

Allen H. Wright, City Clerk
City of San Diego
San Diego, California.
Dear Sir:

You are hereby notified that the Board of Supervisors, on July 26, 1937, granted the City of San Diego permission to place a 10-inch C.I. Water Pipe in that portion of Marlborough Avenue, in Kensington Park lying outside of the incorporated limits of said City, at the location and as shown on the plat accompanying the application.

This permit is granted subject to the following provisions in accordance with the recommendation of the County Surveyor and ex officio Road Commissioner:

1. That said pipe shall be laid at a depth of at least two feet from the surface of the ground to the top of the pipe.

2. That the City of San Diego shall be responsible for and shall indemnify and save the County of San Diego harmless from any damage, cost, expense or claim for damage, cost or expense arising either directly, indirectly or consequentially from the laying of said pipe line.

Very truly yours,
J.B.MC LEES, County Clerk and Ex officio
Clerk of the Board of Supervisors.
By C. BUCKLEY, Deputy.

ok.
cc Road Department

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Communication from Supervisors re: Permit for City to lay pipe in Marlborough Avenue. Being Document No. 303997.

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

By Helen M. Willig Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 5th day of August, 1937, 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 MARINE CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the City, 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 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, more particularly described as follows, to-wit:

PARCEL NO. 1.

Beginning at a point on the U.S.Bulkhead Line, as said bulkhead line is now established for the Bay of San Diego, distant 1096.26 feet southeasterly from Bulkhead Station No. 185; thence north 33° 09' east at right angles to said bulkhead line a distance of 408.86 feet to a point; thence south 55° 04' 50" east a distance of 393.49 feet to a point; thence south 33° 09' west a distance of 123.08 feet to a point; thence south 56° 51' east a distance of 75 feet to a point; thence south 33° 09' west a distance of 273.64 feet, more or less, to a point on the said U.S. Bulkhead Line; thence north 56° 51' west along the said bulkhead line a distance of 468.30 feet, more or less, to the point or place of beginning, containing 178,970 square feet, or 4.1086 acres, of land.

PARCEL NO. 2.

Beginning at a point on the U.S.Bulkhead Line, as said bulkhead line is now established for the Bay of San Diego, distant 1096.26 feet southeasterly from Bulkhead Station No. 185; thence south 33° 09' west at right angles to the said bulkhead line a distance of 700 feet to a point on the U.S.Pierhead Line, as said pierhead line is now established for the Bay of San Diego; thence south 56° 51' east along the said pierhead line a distance of 468.30 feet to a point; thence north 33° 09' east at right angles to the said pierhead line a distance of 700 feet to a point on the said U.S.Bulkhead Line; thence north 56° 51' west along the said bulkhead line a distance of 468.30 feet to the point or place of beginning.

The lands hereinabove described being shown on the map or 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 lessee for a period of five (5) years, beginning on the 1st day of September, 1937, and ending on the 31st day of August, 1942, unless sooner terminated as herein provided, at the following rentals:

One hundred dollars ($100.00) per month, payable in advance on the first day of each and every month, for the first two (2) years of said term, and/or until a new or different rental is fixed.

The right of the Harbor Commission of said City to adjust the rental above provided at the end of said two-year period, and/or at any time thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Harbor Commission of said City to readjust and increase the rental of said premises as herein provided; provided, however, that the rental shall not be increased to exceed one hundred and fifty dollars ($150.00) per month during the last three years of said term.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the 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 amendment, change or modification.

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

(1) That the demised premises shall be used only and exclusively for the purpose of conducting and maintaining thereon a general boat building and boat repairing business, with the right to construct and maintain thereon such marine ways, machine shops, carpenter shops, wharves, or other structures as may be necessary or convenient for conducting and carrying on the said business.

(2) That all plans for buildings 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 the event a bulkhead is built and dredging done in the vicinity of said leased lands before the expiration of the term of this lease, the Lessee shall remove any and all structures, including wharves and ways erected on said premises, at its own cost and expense.

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

(6) In the event the Lessee shall fail to fulfill in any manner the uses and purposes for which the premises are leased, as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said Lessee shall have no further rights hereunder, and the said Lessee shall 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 caused these presents to be executed, and its corporate name and seal to be hereunto subscribed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

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 MARINE CONST. CO. Lessee.
By O.J.HALL

I hereby approve the form of the foregoing Lease, this 16th day of July, 1937.
D.B.AULT, City Attorney
By H.B.DANIEL, Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with San Diego Marine Construction Co. Being Document No. 304013.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig 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 FORTY-NINE DOLLARS ($449.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of August, 1937.

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. 65758, adopted by the Council April 6, 1937, 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, President.

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By A.P.MULLER, Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

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

On this 7th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.P. Muller, 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,
(SEAL) State of California.

I hereby approve the form of the foregoing Undertaking this 9th day of August, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY,Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66213 passed and adopted on the 13th day of July, 1937, require and fix the sum of $449.00 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
LOMA PORTAL LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 10th day of August, 1937, 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, 1937, to-wit, to and including June 27, 1938.

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 April 14, 1937 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 Ninety-three and 40/100 Dollars ($1793.40) 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 "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 Seven Hundred Ninety-three and 40/100 Dollars ($1793.40) 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 Seven Hundred Ninety-three and 40/100 Dollars ($1793.40).

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 COMPAN
By W.F.RABER, President.

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

THE CITY OF SAN DIEGO.
BY P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
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 9th day of July, 1937.
D.L.AULT, 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 for Loma Portal Lighting Dist. #1. Being Document No. 304027.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig 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 THREE HUNDRED NINETY-TWO DOLLARS ($392.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of August, 1937.

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 KENSINGTON DRIVE, CANTERBURY DRIVE, SUSSEX DRIVE, WESTMINSTER TERRACE, NORFOLK TERRACE, ROCHESTER ROAD, LYMER DRIVE, MARLBOROUGH DRIVE, EDGEWARE ROAD, HEMPSTEAD CIRCLE, HILLDALE ROAD, MIDDLESEX DRIVE, BEDFORD DRIVE, HASTINGS ROAD, BRISTOL ROAD, ROXBURY ROAD, BRAEBURN ROAD, PALISADES ROAD, RIDGEWAY, within the limits and as particularly described in Resolution of Intention No. 65762, adopted by the Council April 6, 1937, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By A.P.MULLER, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

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

On this 7th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.P.Muller, 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.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 9th day of August, 1937.

D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego, did by Resolution No. 66212 passed and adopted on the 13th day of July, 1937, require and fix the sum of $392.00 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 10th day of August, 1937, 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:

KENSINGTON DRIVE, between Jefferson Avenue and Hilldale Road;
CANTERBURY DRIVE, for its entire length;
SUSSEX DRIVE, for its entire length;
WESTMINSTER TERRACE, for its entire length;
NORFOLK TERRACE, between Kensingtom Drive and the easterly line of Kensington Manor Unit No. 1;
ROCHESTER ROAD, for its entire length;
LYMER DRIVE, for its entire length;
MARLBOROUGH DRIVE, between Jefferson Avenue and Palisades Road;
EDGEWARE ROAD, between the westerly prolongation of the southerly line of Lot 10, Block 13, Kensington Park and Canterbury Drive and between Middlesex Drive and Bedford Drive;
HEMPSTEAD CIRCLE, for its entire length;
HILLDALE ROAD, for its entire length;
MIDDLESEX DRIVE, for its entire length;
BEDFORD DRIVE, for its entire length;
HASTINGS ROAD, for its entire length;
BRISTOL ROAD, for its entire length;
ROXBURY ROAD, for its entire length;
BRAEBURN ROAD, for its entire length;
PALISADES ROAD, for its entire length; and
RIDGEWAY, for its entire length.

Such furnishing of electric current shall be for a period of 10 months from and including July 1, 1937, to-wit, to and including April 30, 1938.

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 14, 1937, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Five Hundred Sixty-eight Dollars ($1568.00) in ten 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 Thousand Five Hundred Sixty-eight Dollars ($1568.00) shall be paid out of any other fund than said special fund designated as "Kensington Manor Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of One Thousand Five Hundred Sixty-eight Dollars ($1568.00).

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, President.

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

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
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 9th day of July, 1937.
D.L.AULT, 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 for Kensington Manor Lighting Dist. #1. Being Document No. 304028.
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

WHEREAS, I, Fred D. Arthur is the owner of Lots K & L Block 392, Subdivision Horton, and

WHEREAS, the provisions of Ordinance No. 837, (New Series) of the Ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 15 day of June, 1937, by myself that I will, for and in consideration of the permission granted me to remove 36 feet of curbing on Upas St. street adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance thereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

I further agree that this agreement shall be binding on myself, and 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.

FRED D. ARTHUR
Owner's Name
3141 - 2nd Ave. San Diego, California.
Address.

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

On this 15th day of June, A.D. Nineteen Hundred and Thirty-seven, before me, Ina B. Taylor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred D. Arthur 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.

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

(SEAL)
My Commission Expires,
Dec. 2, 1938.

RECORDED AUG 10 1937 2 Min. past 9 A.M. In Book 674 At Page 344 of Official Records, San Diego Co., Cal. Recorded At Request of City of San Diego.
O.M.SWOPE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Fred D. Arthur to the City of San Diego, California. Being Document No. 304007.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
TALMADGE PARK 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 Seventy-four dollars ($74.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of August, 1937.

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 HART DRIVE, ARGOS DRIVE, ALDER PLACE and JEFFERSON STREET, in said City, within the limits and as particularly described in Resolution of Intention No. 65760, adopted by the Council April 6, 1937, on file in the office of the City Clerk of said City, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By A.P.MULLER, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

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

On this 7th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.P. Muller, 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,
(SEAL) State of California.

I hereby approve the form of the foregoing Undertaking this 9th day of August, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66267 passed and adopted on the 27th day of July, 1937, require and fix the sum of $74.00 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.
TALMADGE PARK LIGHTING DISTRICT NO.2.

THIS AGREEMENT, made and entered into this 10th day of August, 1937, by and between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtueeof 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:

HART DRIVE, for its entire length;
ARGOS DRIVE, for its entire length;
ALDER PLACE, for its entire length; and
JEFFERSON STREET, between the westerly line of Talmadge Park Unit 2 and its termination in Alder Place.

Such furnishing of electric current shall be for a period of nine months, from and including July 1, 1937, to-wit, to and including March 31, 1938.

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 Talmadge Park Lighting District No. 2," filed April 23, 1937 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 Two hundred ninety-two and 95/100 dollars ($292.96) in nine 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 "Talmadge Park Lighting District No. 2 Fund."

It is further mutually and specificatlly 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 ninety-two and 95/100 dollars ($292.95) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Two hundred ninety-two and 95/100 dollars ($292.95).

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, President.

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

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
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 9th day of August, 1937.
D.L.AULT, 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 for Talmadge Park Lighting District #2. Being Document No. 304029.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO. 3.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred ninety-four dollars ($194.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of August, 1937.

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 44TH STREET, HIGHLAND AVENUE, 45TH STREET, MAX DRIVE, MONROE AVENUE, 47TH STREET, NORMA DRIVE, CONSTANCE DRIVE, NATALIE DRIVE and AVOCA PLACE, in said City, within the limits and as particularly described in Resolution of Intention No. 65761, adopted by the Council April 6,1937, on file in the office of the City Clerk of said City, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY OR ITS Assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By A.P.MULLER, Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

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

On this 7th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.P. Muller, 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.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 9th day of August, 1937.
D.L.AULT, City Attorney
By J.H.McKINNEY, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 66268 passed and adopted on the 27th day of July, 1937, require and fix the sum of $194.00 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.
TALMADGE PARK LIGHTING DISTRICT NO.3.

THIS AGREEMENT, made and entered into this 10th day of August, 1937, 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 agfees 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:

44TH STREET, between the southerly line of Talmadge Park Unit 3 and its termination in Highland Avenue;

HIGHLAND AVENUE, between the southerly line of Talmadge Park Unit 3 and its termination in 44th Street;

45TH STREET, between the northerly line of Monroe Avenue and the southerly line of Lot 464, Talmadge Park Unit 3;

MAX DRIVE for its entire length;

MONROE AVENUE, between Fairmount Avenue and 47th Street;

47TH STREET, between Monroe Avenue and the northerly line of Talmadge Park Unit 3;

NORMA DRIVE for its entire length;

CONSTANCE DRIVE, for its entire length;

NATALIE DRIVE, for its entire length; and

AVOCA PLACE, between Natalie Drive and the easterly line of Talmadge Park Unit 3, produced southerly.

Such furnishing of electric current shall be for a period of nine months from and including July 1, 1937, to-wit, to and including March 31, 1938.

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 Talmadge Park Lighting District No. 3", filed April 26, 1937 in the Office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Seven hundred seventy-four and 90/100 dollars ($774.90) in nine 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 "Talmadge Park 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 Seven hundred seventy-four and 90/100 dollars ($774.90) shall be paid out of any other fund than said special fund designated as "Talmadge Park 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 Seven hundred seventy-four and 90/100 dollars ($774.90) .

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,President

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

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
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 9th day of August, 1937.
D.L.AULT, 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 for Talmadge Park Lighting District #3. Being Document No. 304030.

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

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING.
TALMADGE PARK LIGHTING DISTRICT NO.1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED TWENTY-THREE DOLLARS ($123.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of August, 1937.

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 VAN DYKE AVENUE, between the southerly and northerly boundary lines of Talmadge Park; TALMADGE DRIVE, for its entire length; and ADAMS AVENUE, between the westerly line of Talmadge Park and the westerly line of Talmadge Drive, in the City of San Diego, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

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

THE AETNA CASUALTY AND SURETY COMAPNY, Surety.
By A.P.MULLER, Resident Vice-President.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

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

On this 7th day of August, in the year nineteen hundred thirty-seven, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A.P.Muller, 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,
(SEAL) State of California.

I hereby approve the form of the foregoing Undertaking this 9th day of August, 1937.

D.L.AULT, City Attorney
By J.H.McKINNEY,Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No.66214 passed and adopted on the 13th day of July, 1937, require and fix the sum of $123.00 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.
TALMADGE PARK LIGHTING DISTRICT NO.1.

THIS AGREEMENT, made and entered into this 10th day of August, 1937, 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: VAN DYKE AVENUE between the southerly and northerly boundary lines of Talmadge Park; TALMADGE DRIVE, for its entire length; and ADAMS AVENUE, between the westerly line of Talmadge Park and the westerly line of Talmadge Drive, in the City of San Diego, California.

Such furnishing of electric current shall be for a period of nine months from and including July 1, 1937, to-wit, to and including March 31, 1938.

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 Talmadge Park Lighting District No. 1", filed April 15, 1937 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Four Hundred Ninety-one and 40/100 Dollars ($491.40) in nine 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 "Talmadge Park 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 Ninety-one and 40/100 Dollars ($491.40) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of Four Hundred Ninety-one and 40/100 Dollars ($491.40).

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
By W.F.RABER, President.

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

THE CITY OF SAN DIEGO.
By P.J.BENBOUGH
W.C.CRANDALL
RAYMOND M. WANSLEY
ADDISON E. HOUSH
HERBERT E. FISH
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 9th day of August, 1937.
D.L.AULT, 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 for Talmadge Park Lighting District #1. Being Document No. 304031.
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

The County of San Diego, a political subdivision of the State of California, hereinafter referred to as the County, and the City of San Diego, a municipal corporation of the State of California, located in the County of San Diego, hereinafter referred to as the City, hereby agree as follows:

I.

That any resident of the City may exercise the same privileges as can residents of the unincorporated area of the County in the use of the Kensington Park Branch of the San Diego County Free Library upon the payment by said resident of the City of San Diego County Free Library of the sum of One Dollar ($1.00) for each fiscal year or anypart thereof during which said use is made. Said payment may be made to the branch custodian in charge of said Kensington Park Branch, located at 4121 Adams.

II.

The term of this contract shall be for one year from the date hereof; provided, however, that unless sooner terminated, the term hereof shall be deemed to be renewed from year to year so long as said Kensington Park Branch shall remain in territory which is a part of the County and not a part of the City; provided further, that either the City or the County may terminate said contract at any time by giving sixty days notice in writing to the other party.

III.

This contract shall take effect only after approval by resolution by the Board of Supervisors of the County and the Council of the City and after execution by the authorized agents of the City and the County.

COUNTY OF SAN DIEGO, a political subdivision of the State of California.
By WALTER BELLON, Chairman of the Board of Supervisors.
(SEAL) ATTEST: J.B.McLEES, County Clerk
By C. BUCKLEY, Deputy.

CITY OF SAN DIEGO, a municipal corporation of the State of California.
By R.W.FLACK, City Manager
(SEAL) ATTEST: ALLEN H. WRIGHT
CITY CLERK of the City of San Diego.
By FRED W. SICK, Deputy.

DATED AT SAN DIEGO, THIS 17th DAY OF AUGUST, 1937.

I hereby approve the form of the foregoing contract, this 16 day of August, 1937.
D.L.AULT, 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 County of San Diego re: Branch Library in Kensington Park. Being Document No.304126.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

End Book #9